

City of Milwaukee
Specific Official Notice # 81

Parking Management System-Phase 2
Summerfest Shuttle Bus
Project I.D. 1693-37-70

Federally Funded CMAQ Project

The DBE Goal for this project is Discretionary

OFFICIAL NOTICE NO. 81

PROJECT NO. 1
Project I.D. 1693-37-70
Parking Management System- Phase 2
Summerfest Shuttle Bus
Milwaukee County

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City Of Milwaukee
Department of Public Works
Room 501 – Frank P. Zeidler Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202-3684

INVITATION TO BID

Commissioner of Public Works
Phone: 414-286-3314

OFFICIAL NOTICE NO. 81
Project No. 1

Sealed bids for the work, material, labor, and services hereinafter described will be received at the Department of Public Works **Contract Office**, Room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202-3684, no later than Tuesday August 25th, 2015 at 10:30 A.M.

IMPORTANT

This bid is your offer to perform or supply the subject matter under "DESCRIPTION" below according to the terms and conditions set forth in this Invitation to Bid, Specific Official Notice No. 81, General Specifications, Detailed Specifications, Special Provisions, Plans of this particular project, the proposed contract and Special Conditions when applicable.

Your bid must meet the Detailed Specifications and the Plans for this particular project.

You must agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. Section 12101, et seq.

The bid must be signed as set forth in the General Specifications and must comply with all the requirements therein set forth, or it will not be considered. If submitted by a corporation, the bid proposal must bear the corporate seal.

Bid security hereinafter specified must be submitted with your bid. If a bid bond is used, it must be sealed by the bonding company and be accompanied by a copy of a power of attorney. Bonding agents must be licensed to do business in the State of Wisconsin.

Bids received after the date and the time above specified will not be opened and read and will be deemed rejected.

NOTE: Also read the General Official Notice to Contractors, General and Detailed Specifications, Special Provisions, and Special Conditions when applicable pertaining to this bid.

FEDERALLY FUNDED CMAQ PROJECT

The DBE goal for Project ID 1693-37-70 (Parking Management System-Phase 2 Summerfest Shuttle Bus) is Discretionary

CITY OF MILWAUKEE
SPECIFIC OFFICIAL NOTICE NO. 81

Important Notice: The invitation to Bid, all bid documents and the Plans & Specifications for the projects listed will be available electronically to prospective bidders via <http://www.mpw.net/bids/docs/81-2015>. Any required addenda or responses related to the listed projects will be posted on said website. Bidders are encouraged to utilize this electronic method of obtaining bid documents as the Department of Public Works intends to solely use this method for future projects. At this time, however, a limited number of hard copies of the above documents will also be available at the address listed below. **IF YOU ONLY PRINT THE DOCUMENTS FROM THE WEBSITE AND WOULD LIKE YOUR COMPANY'S NAME PLACED ON THE PLAN HOLDERS' LIST, PLEASE CALL 414-286-3314.**

Sealed bids will be opened on August 25, 2015 at 10:30 A.M. for the **Parking Management System-Phase 2 Summerfest Shuttle Bus Project**

FEDERALLY FUNDED CMAQ PROJECT

PROJECT NO. 1: The contractor will install electronic(dynamic) and non-electronic(static) parking/wayfinding signs and foundations, underground conduit for power to the electronic signs and a wireless communication system between the central server and the electronic signs.

Bid Security Required: Bond, Certified Check, Cashier's Check, or Cash to accompany bid: 10% of Contractor's Base Bid

Completion Date: All contract work shall be completed by June 22, 2016 per section 305.6.1 of the specification.

Liquidated Damages: as per section 108.11 of WISDOT Standard Specifications

The Disadvantaged Business Enterprise goal is discretionary

Affirmative Action for females and minorities shall meet the standards set forth in the Required Contract Provisions, FHWA 1273.

Affidavit of non-collusion. This project requires that an affidavit of non-collusion be incorporated as part of the proposal requirements provided to each prospective bidder. Failure to complete the sworn statement will make the bid non-responsive and not eligible for award considerations.

Wage scale. The bidders attention is called to the requirement that the state wage scale contained in the contract documents must be adhered.

Plans and project manual will be furnished to the prospective bidders upon payment of a \$10.00 non-refundable fee in room 506, Frank P. Zeidler Municipal Building, 841 North Broadway, Milwaukee, Wisconsin 53202.

A \$10.00 per set additional non-refundable fee is required to obtain bid documents by mail. Plans are sent via U.S. mail unless other arrangements are made by the contractor.

Contractor must comply with all provisions of the CITY OF MILWAUKEE GENERAL OFFICIAL NOTICE TO CONTRACTORS published herein and at <http://www.mpw.net/Pages/bids.html>

Signed:

GHASSAN KORBAN
Commissioner of Public Works

PUBLISH SIX (6) TIMES INSERTION WITHOUT FAIL, August 4th, 2015

B I D

City of Milwaukee
Department of Public Works
Room 501 - Frank P. Zeidler Municipal Building
841 North Broadway
Milwaukee, Wisconsin 53202

(Bids Close: _____ Time and Date)

Submit bids to: **City of Milwaukee**
Department of Public Works Contract Office
Room 506, 841 North Broadway
Milwaukee, Wisconsin 53202.

The undersigned _____

(A Corporation)

(A Partnership)
(use one)

(An Individual)

of _____

Street

City

Zip Code

Telephone Number

hereby proposes to furnish work, material, labor and services as set forth in the description in the Invitation to Bid at and for the prices hereinafter named according to the provisions in the Official Notice and the Invitation to Bid, Detail Specifications, Special Provisions, Addenda's, if any, and Plans for this particular project on file in the office of the Commissioner of Public Works, and if successful, hereby agrees to enter into a contract with the City of Milwaukee with such sureties as required and set forth in the aforesaid documents for the performance of said contract (said contract form being on file in the office of the Commissioner of Public Works), and in accordance with the terms and conditions set forth in the contract documents, to-wit: written agreement, official notice, invitation to bid, bid, instructions to bidders, detail specifications, special provisions, special conditions when applicable, plans, schedule of fixed prices, supplemental agreements and all addenda.

PROJECT BREAKDOWN
OFFICIAL NOTICE # 81-1

PROJECT TITLES

PROJECT I.D. 1693-37-70 PROJECT/GRANT ST320061901

PARKING MANAGEMENT SYSTEM- PHASE 2

SUMMERFEST SHUTTLE BUS

**PROJECT BREAKDOWN
 OFFICIAL NOTICE # 81-1**

State Project I.D. 1693-37-70

CITY PAY ITEM #	STATE PAY ITEM #	ITEM DESCRIPTION	UNIT	TOTAL QUALITY
	SPV.0060.001	Static Guide Sign, 4-Panel	each	11
	SPV.0060.002	Static Guide Sign, 4-Panel Double Sided	each	1
	SPV.0060.003	Dynamic Guide Sign, 3-Panel	each	11
	SPV.0060.004	Sign Panel, 24" x 30"	each	23
	SPV.0060.005	Electrical Vault, 13" x 24" x 18"	each	12
	SPV.0060.006	Tandem Circuit Breaker, 120V, 15/20 AMP, Furnish Only	each	10
	SPV.0060.007	Communication Equipment, Dynamic Guide Sign	each	11
30500	619.1000	Mobilization	Lump Sum	1
	SPV.0060.008	Remove and Replace Form	each	8
	SPV.0090.001	Electric Cable in Conduit, 2/C No. 10, 1/C No. 10 GND	foot	3,303
50315	602.0410	Concrete Sidewalk 5-Inch	Sq ft	2,484
40241	204.0155	Removing Concrete Sidewalk	Sq yd	276
	652.0605	PVC Schedule 80 Conduit Augered, 2-Inch	foot	1,821
	SPV.0060.010	Concrete Foundation, Static Guide Sign	each	12
	SPV.0060.011	Concrete Foundation, Dynamic Guide Sign	each	11
30606	643.0100	Traffic Control	Lump Sum	1
	SPV.0060.012	Scannet XML Script License	each	6
	SPV.0060.013	Install Conduit into Existing Manhole	each	5

**OFFICIAL NOTICE NO. 2015-81-1
PROJECT NO. 1**

**PARKING MANAGEMENT SYSTEM- PHASE 2 SUMMERFEST SHUTTLE BUS
STATE I.D. NO. 1693-37-70**

4TH Aldermanic District

ALL BIDS MUST BE TYPED OR PRINTED

<u>Item</u>	<u>Description</u>	<u>Quantity</u>
SPV.0060.001	STATIC GUIDE SIGN, 4-PANEL	(11) Each
(Bid in figures)	\$ _____	Each
(Bid in words)	\$ _____	Each
SPV.0060.002	STATIC GUIDE SIGN, 4-PANEL DOUBLE SIDED	(1) Each
(Bid in figures)	\$ _____	Each
(Bid in words)	\$ _____	Each
SPV.0060.003	DYNAMIC GUIDE SIGN, 3-PANEL	(11) Each
(Bid in figures)	\$ _____	Each
(Bid in words)	\$ _____	Each
SPV.0060.004	SIGN PANEL, 24'' X 30''	(23) Each
(Bid in figures)	\$ _____	Each
(Bid in words)	\$ _____	Each
SPV.0060.005	ELECTRICAL VAULT, 13'' X 24'' X 18''	(12) Each
(Bid in figures)	\$ _____	Each
(Bid in words)	\$ _____	Each

OFFICIAL NOTICE NO. 2015-81-1

<u>Item</u>	<u>Description</u>	<u>Quantity</u>
SPV.0060.006	TANDEM CIRCUIT BREAKER, 120 V, 15/20 AMP, FURNISH ONLY	(10) Each
(Bid in figures)	\$ _____	Each
(Bid in words)	\$ _____	Each
SPV.0060.007	COMMUNICATION EQUIPMENT, DYNAMIC GUIDE SIGN	(11) Each
(Bid in figures)	\$ _____	Each
(Bid in words)	\$ _____	Each
619.1000	MOBILIZATION	(1) Lump Sum
(Bid in figures)	\$ _____	Lump Sum
(Bid in words)	\$ _____	Lump Sum
SPV.0060.008	REMOVE AND REPLACE FORM	(8) Each
(Bid in figures)	\$ _____	Each
(Bid in words)	\$ _____	Each
SPV.0090.001	ELECTRIC CABLE IN CONDUIT, 2/C NO. 10, 1/C NO. 10 GND	(3,303) Lineal Feet
(Bid in figures)	\$ _____	per lin. feet
(Bid in words)	\$ _____	per lin. feet
602.0410	CONCRETE SIDEWALK 5-INCH	(2,484) Square Feet
(Bid in figures)	\$ _____	per sq. foot
(Bid in words)	\$ _____	per sq. foot

OFFICIAL NOTICE NO. 2015-81-1

<u>Item</u>	<u>Description</u>	<u>Quantity</u>
204.0155	REMOVING CONCRETE SIDEWALK	(276) Square Yard
(Bid in figures)	\$ _____	per sq. yard
(Bid in words)	\$ _____	per sq. yard
652.0605	PVC SCHEDULE 80 CONDUIT AUGERED, 2 INCH	(1,821) Lineal Feet
(Bid in figures)	\$ _____	per lin. foot
(Bid in words)	\$ _____	per lin. foot
SPV.0060.010	CONCRETE FOUNDATION, STATIC GUIDE SIGN	(12) Each
(Bid in figures)	\$ _____	Each
(Bid in words)	\$ _____	Each
SPV.0060.011	CONCRETE FOUNDATION, DYNAMIC GUIDE SIGN	(11) Each
(Bid in figures)	\$ _____	Each
(Bid in words)	\$ _____	Each
643.0100	TRAFFIC CONTROL	(1) Lump Sum
(Bid in figures)	\$ _____	Lump Sum
(Bid in words)	\$ _____	Lump Sum
SPV.0060.012	SCANNET XML SCRIPT LICENSE	(6) Each
(Bid in figures)	\$ _____	Each
(Bid in words)	\$ _____	Each

OFFICIAL NOTICE NO. 2015-81-1

<u>Item</u>	<u>Description</u>	<u>Quantity</u>
SPV.0060.013	INSTALL CONDUIT INTO EXISTING MANHOLE	(5) Each
(Bid in figures)	\$ _____	Each
(Bid in words)	\$ _____	Each
 GRAND TOTAL		
(Bid in figures)	\$ _____	
(Bid in words)	\$ _____	

ACKNOWLEDGEMENTS PAGE

Official Notice No. 81
Project No. 1

APPRENTICESHIP PROGRAM REQUIREMENTS

The bidder agrees to comply with the specific requirements as follows:

The DBE goal for this project is discretionary. The bidder's commitment for DBE participation on this project is _____%

The bidder's commitment for Apprenticeship Program participation on this project is:
Apprentice(s) from _____ of the following trade(s) are to be employed.

In submitting this bid, the bidder understands that the Commissioner of Public Works reserves the right to reject any and all bids. If written notice of the acceptance of the bid is mailed, telegraphed, or delivered to the undersigned within forty-five (45) days after the opening thereof, the undersigned agrees to execute and deliver the contract in the prescribed form (contract form on file in the office of the Commissioner of Public Works) and furnish the required performance and payment bonds, and to meet such insurance requirements as may be required, within ten days after the receipt of the official notice of award.

This bidder understands that if they are the successful bidder and the contract is awarded, that pursuant to Sec. 7.14, Milwaukee City Charter, 1971 Compilation, as amended, failure to execute and to deliver the contract or to furnish the required insurance and the required security within ten (10) days after receipt of the official notice of award or such extension thereto as the Commissioner only may deem reasonable, the City, in addition to any other legal or equitable remedy which it may have, may annul the award and notice of award, and the bid security of this bidder will be forfeited.

Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this bid or any other bid for the contract for which this bid is submitted.

We acknowledge the receipt of Addenda _____ to _____ inclusive.

Bidder assures the City and acknowledges that the Official Notice, Special Provisions, if any, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Addenda, if any, and Plans of this particular project have been read and has a full understanding of the provisions therein.

**SIGNATURE PAGE – IMPORTANT – THREE(3) SIGNATURES ARE REQUIRED
OR BID WILL BE CONSIDERED NONRESPONSIVE.**

Rev. 2/2012

Official Notice No. 81
Project No. 1

In signing and submitting this bid, the bidder assures the City of Milwaukee that the Official Notice, Notice to Bidders, Special Conditions where applicable, Invitation to Bid and Bid, Detail Specifications, Special Provisions, schedule of fixed prices, Addenda, and Plans of this particular project have been read and understood and that the furnishing of the subject work, material, labor and services is under bidder's control. If the bidder's performance is contingent upon the acts of another party, the bidder assures that they have the necessary commitments to complete the contract which may be awarded.

Submitted by _____
Name of Bidder (person, firm or corporation)

Telephone No. _____
Fax No. _____

Address _____

(City, State, Zip Code)



Signed per _____
(Manual **signature required**)

MUST BE SIGNED

Official Capacity _____

BID DATED _____ M/W/S/BE Contractor: Yes/Designation: _____
No _____

If a Corporation, answer the following:

Incorporated under laws of what state? _____

If a foreign corporation, are you licensed to do business in Wisconsin? _____

**SWORN STATEMENT OF BIDDER
AS REQUIRED BY
SECTION 66.0901 (7) WISCONSIN STATUTES**

I, being first duly sworn at _____
(City, State)

on oath state on behalf of said bidder, that I have examined and carefully prepared this proposal from the plans, specifications, and the other contract documents and have checked the same in detail before submitting this proposal; and this sworn statement is hereby made a part of the foregoing proposal.



MUST BE SIGNED

Signature _____

(Title, if any)

Subscribed and sworn to before me this

_____ day of _____, 20____

Notary Public, _____ County

State of _____

(Notary **Signature**)

My commission expires _____

NON-COLLUSION AFFIDAVIT

State of _____)
County of _____) ss.

_____, being first duly sworn, deposes and says that:

(1) He is _____ of _____ (owner, partner, officer, representative, or agent)

_____, the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Commissioner of Public Works or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Check One) _____ Signature of

_____ Bidder if the bidder is an individual;

_____ Partner if the bidder is a partnership;

_____ Officer if the bidder is a corporation.

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Signature

My commission expires _____, 20_____.

Disclosure of Ownership

Notice required under Section 15.04(1)(m), Wisconsin Statutes. The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d) and 103.49(7)(d), Wisconsin Statutes. The use of this form is mandatory. The penalty for failing to complete this form is prescribed in Section 103.005(12), Wisconsin Statutes. Personal information you provide may be used for secondary purposes

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency or local governmental unit, on a project subject to Section 66.0903 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency or local governmental unit the name of any "other construction business", which the contractor, or a shareholder, officer or partner of the contractor, owns or has owned within the preceding three (3) years.
- (2) The term "other construction business" means any business engaged in the erection, construction, remodeling, repairing, demolition, altering or painting and decorating of buildings, structures or facilities. It also means any business engaged in supplying mineral aggregate, or hauling excavated material or spoil as provided by Sections 66.0903(3), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must ONLY be filed, with the state agency or local governmental unit that will be awarding the contract, if **both (A) and (B) are met.**
 - (A) The contractor, or a shareholder, officer or partner of the contractor:
 - (1) Owns at least a 25% interest in the "other construction business", indicated below, on the date the contractor submits a bid or completes negotiations.
 - (2) Or has owned at least a 25% interest in the "other construction business" at any time within the preceding three (3) years.
 - (B) The Wisconsin Department of Workforce Development (DWD) has determined that the "other construction business" has failed to pay the prevailing wage rate or time and one-half the required hourly basic rate of pay, for hours worked in excess of the prevailing hours of labor, to any employee at any time within the preceding three (3) years.

Other Construction Business

Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code
Name of Business			
Street Address or P O Box	City	State	Zip Code

I hereby state under penalty of perjury that the information, contained in this document, is true and accurate according to my knowledge and belief.

Print the Name of Authorized Officer			
Signature of Authorized Officer	Date Signed		
Name of Corporation, Partnership or Sole Proprietorship			
Street Address	City	State	Zip Code

If you have any questions call (608) 266-0028

NOTICE TO CONTRACTORS

PLEASE NOTE: Effective December 28, 2005, the City of Milwaukee adopted an ordinance relative to the disclosure of participation in or profits derived from slavery by contractors. All contractors awarded a contract on behalf of the City of Milwaukee, whether or not subject to a competitive bid, shall complete an affidavit prior to entering into the contract verifying that the contractor has searched any and all records of the company or any predecessor company regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era. The names of any enslaved persons or slaveholders described in those records must be disclosed in the affidavit.

The City shall make the information contained in the affidavit available to the public. Any contract between the City and a contractor which fails to provide the requisite affidavit or which includes material false information on such affidavit shall be rendered null and void.

PARKING MANAGEMENT SYSTEM – PHASE 2

STATE PROJECT NO. 1693-37-70

CITY OF MILWAUKEE

SPECIAL PROVISIONS

PREPARED BY

JACOBS[™]

May 29, 2015

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1. Summary of Work

Location of the Work

The site of the Work is in the City of Milwaukee, at various locations, bounded by 10th Street on the west, Water Street on the east, McKinley Street on the north, and St. Paul Avenue on the south. The extent of the site is shown on the Drawings.

Work Schedule

Work, including the fabrication, installation, connection, and all testing of project subsystems, shall begin immediately upon contract execution and shall be completed by June 22, 2016. Turn-on and setup testing as described in these Special Provisions shall be completed on all project subsystems no later than April 19, 2016, in advance of the City's 30-day system acceptance test. During this system acceptance test, the Contractor shall make any necessary adjustments to project subsystems to promote the success of the system acceptance test.

Definitions and Terms

Standard Specifications: State of Wisconsin Department of Transportation "Standard Specifications for Highway and Structure Construction."

The City: The City of Milwaukee, a municipal corporation of the State of Wisconsin, located in the County of Milwaukee.

Commissioner of Public Works, Commissioner or C.P.W.: The Commissioner of Public Works of the City of Milwaukee.

Special Provisions, Technical Specifications, or Specifications: The special body of directions, provisions, or requirements peculiar to a project and otherwise not thoroughly or satisfactorily detailed or prescribed in the standard specifications. The requirements of these Special Provisions shall govern the work and shall take precedence over the specifications or Plans whenever they conflict. Since this project is being locally let by the City of Milwaukee, any reference to State of Wisconsin Department of Transportation Specifications where the term "the Department shall" is used should be replaced with the term "the City shall".

Regulatory Requirements

The Work shall be designed and constructed in accordance with the following codes.

- City of Milwaukee: Milwaukee Code of Ordinances, adopted by the Common Council, December 19, 1941, and supplements and amendments thereto.
- National Fire Protection Association (NFPA): NFPA 70, National Electrical Code (NEC), 2005 edition or the latest edition adopted by the State of Wisconsin.
- Americans with Disabilities Act (ADA): "The Americans with Disabilities Act of 1990, Public Law 101-336", commonly known as the "ADA".

Information Available to Contractor

Quantity of Contract Documents: The City will furnish the following Contract Documents to the Contractor at no cost.

- Special Provisions, 1 copy.
- Drawings (11" x 17"), 1 copy.

2. Project Meetings

Summary

General

The Contractor shall schedule and administer project meetings throughout progress of the work.

Administration

The Contractor shall prepare agenda, conduct meetings, and distribute recorded proceedings and decisions to participants in meeting and to parties affected by decisions made at meeting.

Notification

For meetings not regularly scheduled, the Contractor shall give participants not less than three (3) business days prior notice.

Attendance

The Commissioner may elect to attend any project meeting. The Contractor shall have persons of authority in attendance to represent the Contractor's and the subcontractors' interests.

Pre-Construction Meetings

General Meeting

A general conference may be called by the Commissioner, within 10 days from date of Notice to Proceed. Meeting place and time shall be as mutually agreed.

Pre-Construction Meetings

Pre-Construction meetings may be called by the Commissioner before commencing each item of the work to review the material selections, fabrication and installation procedures, and coordination among the various trades. Contractor, installer, manufacturers' representatives, and any trade that requires coordination with the work shall meet at the project site or other location as mutually agreed. The Contractor shall make a record of each conference and the Contractor's Quality Control Program. The Contractor shall complete the mock-ups or field samples required by the Special Provisions for review during the conference.

Progress Meetings

Progress meetings shall be held not less than one (1) meeting per month on a regularly scheduled basis for coordinating, expediting, and scheduling of work. Subcontractors, sub-subcontractors, and suppliers whose presence is necessary, must attend when requested by Contractor.

Special Meetings

Special meetings may be called by Commissioner when warranted and with frequency deemed necessary. Meeting place and time shall be as mutually agreed to.

3. Submittal Procedures

Addressing of Submittals

All submittals shall be addressed to the Commissioner of Public Works of the City of Milwaukee, unless otherwise directed by the Commissioner.

Attn: Mr. Chris Fornal
City of Milwaukee, Department of Public Works
Infrastructure Services, Planning and Developments
841 North Broadway; Room 919
Milwaukee, Wisconsin 53202

Construction Progress Schedule

Content of Progress Schedule

At the first preconstruction meeting, the Contractor shall furnish a Construction Progress Schedule to the Commissioner for record. The Construction Progress Schedule shall be prepared to show the following items:

1. A sequence of operations mutually agreeable to the parties concerned for the essential components of the work.
2. The dates of commencement and completion of each of the major items of work, including the slack or float time that may exist for each activity.
3. Delivery dates for major materials and equipment (all project activities shall be completed by June 22, 2016).

The Contractor shall prepare the Construction Progress Schedule for the various items of the work in the form of a bar chart. On a monthly basis, the Contractor shall enter the actual progress of the work on the chart, and confirm in writing any delay or deviation from the preceding month's schedule, including the action to be undertaken to correct each deficiency. The Contractor shall maintain the progress of the work in accordance with the Construction Progress Schedule. If the time for completion is extended, the Contractor shall submit a revised Construction Progress Schedule.

Adjustment of Construction Progress Schedule

When the Construction Progress Schedule or any reports indicate that a delay may be expected, the Contractor shall take whatever measures are necessary to improve the progress of the work and shall submit revised schedules within seven (7) days after learning of a proposed delay. The revised schedule shall indicate how the rate of progress will be regained without additional cost to the City.

General Requirements for Submittals

Schedule for Submittals

Within thirty (30) days after receipt of Notice to Proceed, the Contractor shall submit to the Commissioner five (5) copies of a "Schedule for Submittals". The Contractor shall indicate on the Schedule the dates on which the Contractor shall furnish to Commissioner the submittals required for each of the various items of work. The Contractor shall directly correlate the submittal Schedule to the Construction Progress Schedule and allow an average of fifteen (15) working days for the Commissioner's review of each submittal. The actual time necessary for Commissioner's review will vary according to the nature and complexity of each submittal. Also allow time in the Schedule for resubmittal of items which may be unacceptable.

At the time the Schedule for Submittals is submitted, the Contractor shall also submit for review a proposed format for transmittal of submittals, including means of identification and examples of the stamps indicating the Contractor's review or approval.

Timing of Submittals

The Contractor shall submit items in accordance with the agreed "Schedule for Submittals" and with such promptness that shall cause no delay in the work, or in the work of any other contractor or subcontractor or the City. Extensions of time will not be granted because of failure to furnish submittals in ample time to allow for review. Each subcontractor shall furnish submittals through the Contractor.

Contractor's Checking of Submittals

The Contractor shall thoroughly check submittals for completeness and for compliance with the Contract Documents before submitting them to the Commissioner. The Contractor shall mark them with the Contractor's stamp certifying that they have so been reviewed. Any submittal without such stamp shall be returned to the Contractor without review.

In checking shop drawings, the Contractor shall verify the dimensions and field conditions and check and coordinate the shop drawings of each section or trade with the requirements of other sections or trades whose work is related thereto, as required for proper and complete installation of the work.

Identification of Submittals

The Contractor shall mark, tag, or otherwise properly label each submittal item with the name of the Contractor, name of the project, the date, and a reference to the applicable item number for identification of each item. The Contractor shall accompany each submittal with a letter of transmittal containing similar information, together with the purpose for which the submittal is being made. Each submittal item, or the label affixed thereon, shall have a clear space suitable to receive the stamps of the Contractor and the Commissioner or Commissioner's representative.

The Contractor shall consecutively number the shop drawings for each portion of the work, and shall retain the numbering system throughout all revisions. The Contractor shall identify each sample item with the name of the manufacturer and the product name or number, in addition to the other information required on the tag or label.

Completeness of Submittals

The Contractor shall make complete submittals for each separate and definable system or subsystem of the work, and shall include in each submittal all the items necessary to completely define and explain the system or subsystem including its performance and installation. Such items shall consist of the shop drawings, product data, supplementary product literature, samples, calculations, statement of manufacturer's review, or other information as required by the technical specifications. Unless otherwise acceptable to the Commissioner, the Contractor shall combine the submittal items required for each system or subsystem and furnish together at one time in a single submission.

Commissioner's Review of Submittals

The Commissioner's or Commissioner's representative's review will determine if the Contractor's submittals appear to be in general conformance with the design concept set forth in the Contract Documents prepared by the Commissioner. It is understood that the Commissioner's review shall not be considered to be complete in every detail or exhaustive and shall also not relieve any contractor, subcontractor, manufacturer, supplier, fabricator, consultant or third party from responsibility for any deficiency that may exist or for any departures or deviations from the

requirements of the Contract Documents or for the responsibility to coordinate the work, or portion of the work, of one trade with another.

Submittals to be Returned Unreviewed

A submittal which, in the Commissioner's or Commissioner's representative's opinion, is incomplete or deviates significantly from the requirements of the Contract Documents, or contains numerous errors, or has not been checked or only checked superficially, will be returned without being reviewed by the Commissioner and the Contractor shall make a new submittal to the Commissioner. A submittal which is not required by the Contract Documents will be returned without review.

Submittals for Commissioner's Action

Definition of Submittals for Action

Certain specific information shall be submitted by the Contractor so that the Commissioner may verify the technical performance of systems or components thereof for compliance with the Contract Documents. Such submittals are required by the technical specifications and may include, but are not necessarily limited to, shop drawings, product data, and samples. When a "mock-up" is required by the Contract Documents, submit shop drawings, product data and other documentation for the mock-up as may be specified for the Commissioner's action.

The term "shop drawings" includes graphic representations which document the required type, number and location of each system component in the work. Such drawings and other illustrations, including fabrication and layout drawings, diagrams, and related schedules, shall establish the actual detail of manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details, and incorporate minor changes of design or construction to suit actual conditions. Shop drawings shall not be reproductions or tracings of the City's Drawings.

The term "product data" includes technical data which document the primary performance for each system and material component in the work. Primary product data shall consist of a material list, together with manufacturers' literature if any, which is necessary to clearly identify the primary function, quality, and performance of the products. Product data shall be custom prepared for the project and made specific for the work. Manufacturers' literature which does not document the primary performance characteristics shall be deemed to be supplementary data and "for information only".

With each submittal, the Contractor shall furnish a material list which stipulates the primary performance characteristics of the materials as required by the Contract Documents. Arrange the material list in a vertical schedule format. The Contractor shall specifically identify materials by manufacturer's name, product name or model number, reference to applicable section of the technical specifications and any related shop drawings, specific location(s) of use in the work, and the primary performance characteristics.

The term "samples" includes various natural materials, fabricated items, equipment, devices, appliances or components thereof, as may be required to verify visual appearance of such items for compliance with the Contract Documents.

Quantities to be Submitted

The Contractor shall furnish the following, unless a greater quantity is specified for a particular item by the technical Specifications.

1. Shop Drawings: Submit one (1) reproducible transparency and six (6) prints of each drawing.

2. **Product Data:** Submit one (1) reproducible original and six (6) copies of each material list and six (6) copies of manufacturers' literature accompanying the material list.
3. **Samples:** Submit four (4) each, except for range samples.
4. **Range Samples:** Where a considerable range of color, graining, texture or other characteristics may be anticipated in finished products, furnish at least six (6) samples of the specified materials or a greater number as necessary to indicate the full range of such characteristics which will be present in the finished products. Any such products delivered or erected without submittal and acceptance of full range samples shall be subject to rejection.

Stamping of Action Submittals

Each submittal will be returned to the Contractor stamped or marked by the Commissioner as follows.

- **"A - APPROVED":** The Contractor is advised that "A" action means "Approved", and that fabrication, manufacture, construction, or installation may be undertaken, providing the work is in compliance with the Contract Documents.
- **"B - APPROVED AS NOTED":** The Contractor is advised that "B" action means "Approved as Noted", and that fabrication, manufacture, construction, or installation may be undertaken, providing the Work is in compliance with the Commissioner's notations and the Contract Documents.
- **"C - REVISE AND RESUBMIT":** The Contractor is advised that "C" action means "Revise and Resubmit", and that fabrication, manufacture, construction, or installation of the work shall NOT be undertaken. The submittal shall be revised in compliance with the Commissioner's notations and Contractor shall resubmit to the Commissioner. A submittal marked "C" action will not be permitted on the site.
- **"D - REJECTED":** The Contractor is advised that "D" action means "Rejected", and that fabrication, manufacture, construction, or installation of the work shall NOT be undertaken. The submittal does not comply with the Contract Documents and Contractor shall make a new submittal to the Commissioner. A submittal marked "D" action will not be permitted on the site.

Distribution of Action Submittals

The Commissioner will retain one (1) record print. The one (1) reproducible transparency will be returned to Contractor, who shall be responsible for obtaining prints of shop drawings stamped "A" or "B" action and for distribution to the field and to subcontractors. Shop drawings stamped "B" action are not required to be resubmitted. If shop drawings are stamped "C" action, the Contractor shall make revisions in compliance with the Commissioner's notations and resubmit. Resubmitted shop drawings shall have each revision bubbled or encircled to clearly indicate the changes. If stamped "D" action, Contractor shall make a new submittal.

The Commissioner will retain one (1) record copy. The other stamped copies will be returned to the Contractor, who shall be responsible for distribution of copies stamped "A" or "B" action to the field and to the subcontractors. Product data stamped "B" action are not required to be resubmitted. If product data are stamped "C" action, the Contractor shall make revisions in compliance with the Commissioner's notations and resubmit. If stamped "D" action, the Contractor shall make a new product data submittal.

The Commissioner will retain one (1) record sample, if stamped "A" or "B" action. All other samples will be returned to Contractor. Samples stamped "B" action are not required to be resubmitted. If samples are stamped "C" action, the Contractor shall make revisions in compliance with the Commissioner's notations and resubmit. If stamped "D" action, the Contractor shall make a new sample submittal.

Submittals for Information

Definition of Submittals for Information

Certain information shall be submitted by the Contractor as supplementary technical information for substantiating compliance of systems or components thereof with requirements of the Contractor's shop drawings and the Contract Documents. Such submittals are required by the technical specifications and may include, but are not necessarily limited to, the following items:

1. **Supplementary Product Literature:** Supplementary technical literature shall be used to document the characteristics of various system components or products. Such literature may include manufacturer's catalogue information, product specifications, standard illustrations, diagrams, and standard details. The supplementary product literature shall describe physical characteristics such as size, weight, finish, material analysis, electrical requirements, and also furnish other information such as load tables, test results, and industry quality standards.
2. **Certifications:** Certified reports, prepared by the Contractor, verifying either a) the Contractor's review of certain existing conditions and/or existing information prior to commencing with the next phase of construction work, or b) the chemical and physical properties of various building materials, as noted. Materials reports shall state compliance of each item with respect to the technical requirements of the Contract Documents.
3. **Preconstruction Testing Reports:** Technical reports, prepared by the Contractor, which record the results of the Contractor's testing of certain systems, system components, and/or materials, as required by the Contract Documents, prior to the installation of such systems and products. The report shall state compliance with the technical requirements of the Contract Documents.
4. **Technical Calculations:** Technical engineering calculations, which document the technical performance of various systems and material components, as required by the Contract Documents. Calculations shall be prepared and sealed by the Contractor's qualified Professional/Structural Engineer licensed in the State of Wisconsin.
5. **Quality Control Testing and Inspection Reports:** Technical reports which have been made in summary of quality control tests and inspections as performed by the Contractor's agencies for the fabrication and installation of various materials and systems as required by the Contract Documents. Such reports shall clearly state conformance or non-conformance with the technical requirements of the Contract Documents, for each respective item which has been tested and inspected.

Quantities to be Submitted

The Contractor shall submit three (3) copies of each, unless a greater number is specified for a particular item by the technical specifications.

Distribution of Information Submittals

Submittals for information will be actioned "INFORMATION - NO COMMENTS" or "INFORMATION - COMMENTS AS NOTED", and a stamped copy will be returned to the Contractor. Commissioner will retain one (1) record copy.

Submittals for Commissioner Documentation

Definition of Submittals for Documentation

Certain information about various systems, or components thereof, shall be submitted by the Contractor specifically for the City's record and use. Such submittals are required by the technical specifications and may include, but are not necessarily limited to, the following items:

1. **Warranties / Guaranties:** Specific warranties and guaranties for system and materials components verifying the technical performance, as required by the Contract Documents, for the time durations noted.
2. **Record Documents:** Documents prepared by the Contractor recording the as-built conditions of the systems and/or materials, and specifically defining the variations from requirements of the Contract Documents.
3. **Maintenance / Operation Manuals:** Manuals prepared by the Contractor and to be used by the City, for the City's maintenance and operations of various building systems and/or components thereof resulting in the technical performance required by the Contract Documents.

Quantities to be Submitted

The Contractor shall submit three (3) copies of each, unless greater number is specified for a particular item by the technical specifications.

Distribution of Documentation Submittals

Such submittals, which furnish information directly to the City, will not be acted upon by the Commissioner nor returned to the Contractor.

Progress Photographs

General

The Contractor shall arrange for progress photographs to be taken of the work and delivered to the Commissioner. Photographs shall be taken by a competent commercial photographer acceptable to the Commissioner. The Contractor shall take photographic prints in 8" x 10" size. The Contractor shall mark the negatives and prints with the date of the exposure, name of project, description of view and other pertinent data.

Quantities to be Submitted

On a monthly basis, until the project is 99% complete, the Contractor shall take photographs of five (5) representative views of the project showing as much as possible of the work installed during the previous month.

When the Contract is completed, the Contractor shall take final color photographs of the work from five (5) points of view selected by the Commissioner so as to show all parts of the project.

Distribution of Photographs

The Contractor shall deliver one (1) set of prints and negatives to the Commissioner within five (5) days after the exposures are made.

Basis of Payment

Submittals are part of the acceptance processes for the individual hardware and equipment provided under other pay items. As such, the submittals identified in this document will not be paid for separately, but should be included in the line items for the system components.

5. Environmental Commitments

Three commitments were made during the design and permitting process. The contractor must abide by the following commitments:

I. Upland Habitat Commitment Made

Precautions shall be taken to avoid spreading the Emerald Ash Borer, an invasive species whose presence has been confirmed in several local communities. The quarantine currently in effect shall necessitate that equipment maintenance and construction activities follow DOT special provisions and DATCP restrictions for working in quarantine counties. The contractor shall cooperate with the construction engineer to ensure that this commitment is maintained during construction.

Q. Archaeological Resources Commitments Made

Three burial sites are adjacent to the project, 47MI114, 47MI203 & 47MI484. When construction activities include excavation located within or near known burial site or project related ground disturbing activities beyond the existing back edge of sidewalk, a qualified archaeologist (per Wis. Stats. 157.70 (1)(i) and Wis. Admin Code § HS 204 (6) (a)) will monitor the construction –related ground breaking activities. If a site is identified as a potential burial site the contractor shall not use this site for borrow or waste disposal. Areas within the site not currently capped by asphalt/concrete will not be used for staging of personnel, equipment, and/or supplies.

If human bone is discovered during construction, WISDOT will cease work activities immediately and will contact the Wisconsin Historical Society in compliance with Wis. Statute 157.70 regarding the protection of human burial sites.

Burial site 47MI203 is bounded by approximately W. Kilbourn Ave. on the north, W. Michigan St. on the south, N. 4th St. on the east and N. 6th St. on the west. Burial site 47MI114 is bounded approximately by just north of W. McKinley Ave. on the north, W. Juneau Ave. on the south, N. Old World 3rd St. on the east and N. 4th St. on the west. Burial site 47MI484 is bounded by approximately W. Kilbourn on the north, W. Wisconsin on the south, N. Water St. on the east and N. Plankinton Ave. on the west. The selected contractor will be given site specific maps as well.

R. Hazardous Substance or UST's Commitments Made

The City of Milwaukee will provide a qualified representative to observe the excavation for possible soil contamination in the area of concern. The City will provide direction to the contractor if odor/contamination is encountered. Depending on the circumstance, contaminated soil will be excavated and hauled by the contractor to a DNR approved bioremediation facility. Soil remediation (excavation) will be limited to the planned zone of construction. The city does not anticipate any contaminated soils within the project area.

Basis of Payment

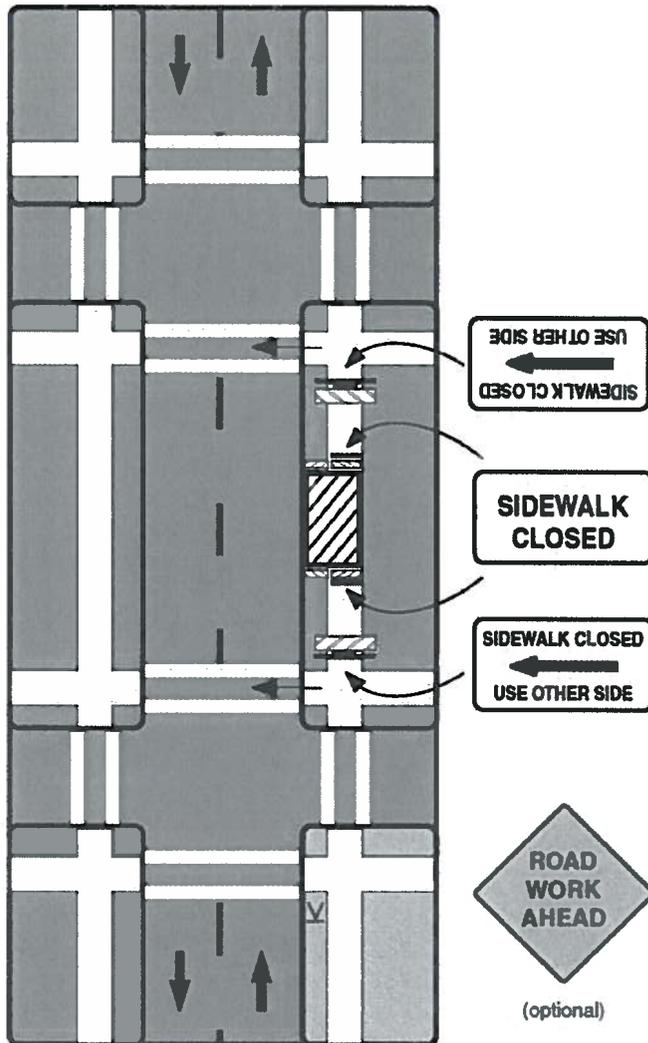
Abiding by the environmental commitments are considered incidental to Item 619.1000 Mobilization.

6. Traffic Management Plan

A Traffic Management Plan (TMP) was developed and approved for the Summerfest Shuttle Bus Parking Management Systems – Phase 2 Project. Key elements of the TMP are included in the Special Provisions. A full copy of the TMP is available from Mr. Chris Fornal, Planning Development and ITS Engineer, City of Milwaukee, (414) 286-2452.

1. All physical construction activities are expected to take place in the sidewalk or roadway median areas. The contractor may park construction vehicles adjacent to the work areas in designated parking lanes. The closure or blockage of through lanes is not permitted for this project. The contractor will need to obtain an excavation permit from the City for sign foundation work and all sidewalk closures. This permit will include no parking signs adjacent to the work zone to allow for non-overnight parking of construction vehicles. The contractor will be required to follow the Work Zone Safety manual published by the Transportation Information Center of the University of Wisconsin-Madison for all closures of a sidewalk.
2. The contractor shall minimize impacts to pedestrians and bicycle movements. Where the sidewalk must be closed temporarily, pedestrians and bicyclists shall be directed to the crosswalk on the opposite side of the street at adjacent signalized intersections. The City of Milwaukee requires that all contractors comply with the Work Zone Safety manual published by the Transportation Information Center of the University of Wisconsin-Madison. This publication addresses the needs of disabled pedestrians and ADA issues. Specific access issues during construction will be coordinated with the engineer on a case by case basis. For pedestrian safety, work zones in the public right of way will be protected by barrels or barricades.
3. Sidewalks shall only be physically closed where required by construction activities and only in the immediate vicinity of the construction activities. The contractor must maintain access to traffic generators, businesses for school buses, garbage trucks, and postal service vehicles. Where obstructions to access are necessary, alternate routes shall be designated. Pedestrian access to traffic generators shall not be restricted. Closures are permitted for the necessary excavation and construction and curing of the concrete sign bases. The duration of sidewalk closure for excavation and sign base installation shall be less than 96 hours (4 days). Subsequent sidewalk closures are permitted for sign erection and wiring. Sidewalk closures for sign erection and wiring shall be a maximum of 36 hours (1.5 days). Extended closures will be required for the erection of the parking/wayfinding signs and potentially for the electrical connections at locations with dynamic signs. The installation of signs shall be completed in a sequential manner such that simultaneous crosswalk closures will not occur. Pedestrians will be redirected to other permanent surfaces. This TMP will be updated as necessary as construction proceeds.
4. The contractor shall not perform construction activities during the following special events: St. Patrick's Day Parade (typically Saturday nearest March 17th), Memorial Day Parade (typically the last Monday in May), Summerfest (typically the last week in June through the first week in July), July 3rd Fireworks, Bastille Days (typically the week after Summerfest), Labor Day parade (typically the first Monday in September), Al's Run (typically the Middle Saturday in September) and Annual Holiday Parade (typically the second Saturday in November). Sidewalk closures are not permitted during these special events and holidays.

Sidewalk Closure (Pedestrian Detour)



Notes

1. Additional advance warning may be necessary.
2. Only the traffic control devices related to pedestrians are shown. Other devices may be needed to control traffic on the streets such as lane closure signs, ROAD NARROWS or LANE NARROWS signs.
3. For nighttime closures, Type A flashing warning lights may be used on barricades supporting signs and closing walkways.
4. Audible devices should be considered to alert pedestrians with visual disabilities of closings and crosswalk changes.

Basis of Payment

Abiding by the traffic management plan is considered incidental to Item 643.000 Traffic Control.

7. Utilities

Underground utility facilities are located within the project limits. All excavation work is to be done in the sidewalk or median right of way. Directional boring of 2 inch PVC conduit will be required between locations where dynamic signs are located and adjacent City of Milwaukee traffic signal cabinets, manholes or signal system vaults. This conduit is expected to be located approximately 24 inches below median and sidewalk. Please note that underground utilities are not shown on the project plans. We do not expect utility adjustments will be required with this project work. The locations where concrete foundations for dynamic (electronic) and static (non-electronic) parking signs are to be installed as shown on the project plans or as adjusted by the Project Engineer after Digger's Hotline locates are marked. These locations are anticipated to be free of utility interference. It is expected that the routing of the 2 inch conduit can be field adjusted to avoid any unexpected underground utility conflicts. Contractor shall coordinate construction activities with a call to Digger's Hotline or a direct call to the utilities that have facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearances. Existing street light poles, hydrant and utility poles are to remain in place during construction. Contractor should conduct an on-site visit prior to bidding to determine any special measures required for proper clearance between trees, hydrants and poles.

We do not expect conflicts with Street Lighting facilities since the parking sign foundations will be at least 4 to 5 feet behind the roadway curb and new conduit installed is expected to run parallel to the curb. Street lighting cables/conduit is typically 12 to 18 inches behind the curb and 18 to 24 inches deep. There should be a separation clearance of 2 to 3 feet in this case. However, the contractor shall contact Digger's Hotline for markings of street lighting facilities rather than relying on the above information.

The following utilities have underground facilities within the project area. The large majority of these facilities are located under the roadway pavement and between the curbs. These facilities should be located under the proposed conduit installations. There are, however, various utility laterals running from the street to adjacent buildings under the sidewalk area. Contacts and/or contact phone numbers for each utility is listed below:

WE Energies Electric	Wayne Kazcor	414-540-5787
WE Energies Steam	John Kinslow	414-587-1212
We Energies Gas	Tom Minisal	414-944-5755
Time Warner Cable	Steve Cramer	414-277-4045
AT&T	Jay Bulanek	414-535-7407
McLeod USA		414-831-5000
American Transmission Co.		262-506-6987
MMSD	Dave Kasper	414-225-2183
City Street Lighting	Wayne Kelly	414-286-5944 (Day) 414-286-3015 (Night)
City Traffic Signals	Al Nichols	414-286-5941 (Day) 414-286-3015 (Night)
City Sewers	Zafar Yousuf	414-286-2467
City Water		414-286-3710
City Underground Conduit	Karen Rogney	414-286-3243
City Communication	Bryan Pawlak	414-708-2118

8. References

Standard Specifications

Effective Date

References in the Contract Documents to standard specifications of a society, institute, association, or governmental authority, shall mean the standard specifications of such organization that are in effect either at the date of the Contract Documents or as stipulated by the governing codes and regulations. If such standard specifications are revised prior to completion of any part of the work to which such revision would pertain, the Contractor may, if acceptable to the Commissioner, perform such work in accordance with the revised standard specifications.

Availability

The standard specifications, except as modified in the Special Provisions for the Project, shall have full force and effect as though printed in the Contract Documents. The standard specifications are not furnished with the Contract Documents, because it is assumed that the manufacturers and trades involved are familiar with their requirements. Upon request, the Commissioner will furnish information about where to obtain copies of the referenced standard specifications.

Specification Format

The following terms may be used in the Specifications:

1. Where "as shown", "as indicated", "as detailed", or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated.
2. Where "as directed", "as required", "as permitted", "as authorized", "as accepted", "as selected", or words of similar import are used, the direction, requirement, permission, authorization, acceptance or selection by the Commissioner is intended unless otherwise stated.
3. The term "provide" means "provided complete in place", that is, furnished and installed and ready for operation or use.

Names of Organizations

Reference in the specifications to a technical society, institution, association, or governmental authority is made in accordance with the abbreviations listed in the Standard Specifications, and the following abbreviations. These abbreviations are commonly used in the construction industry and may be used throughout the Contract Documents. If other abbreviations are used, the Commissioner will furnish the definitions. Refer to Drawings for additional abbreviations and for symbols.

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
ASTM	American Society for Testing Materials
AWS	American Welding Society
CRSI	Concrete Reinforcing Steel Institute
ETL	Electrical Testing Laboratories

IES Illuminating Engineering Society
IFI Industrial Fasteners Institute
NAAMM National Association of Architectural Metal Manufacturers
PS Product Standard, U.S. Dept. of Commerce
SSPC Society for Protective Coatings
UL Underwriters Laboratories, Inc.

9. Quality Control

Contractor's Quality Control

Contractor's Quality Control Program

Contractor is solely responsible for quality control of the work, and before commencing the work shall establish a comprehensive Quality Control Program. Certain minimum requirements for the Contractor's Quality Control Program may be specified in various sections of the specifications.

The Contractor shall furnish to the Commissioner a complete written description of the Contractor's Quality Control Program for the project for approval by the Commissioner. The Contractor shall itemize the procedures to be followed for each separate item of work.

Pre-Construction Meetings

As part of the Contractor's Quality Control Program, the Contractor shall hold Pre-Construction Meetings. The Contractor shall record the minutes of each conference and include the following items.

1. Contractor, installer, and material manufacturer have reviewed the locations and conditions under which the materials would be fabricated and installed.
2. Installer shall follow the requirements of the Contract Documents and manufacturers' instructions.
3. Installer shall follow special instructions, if any, furnished by the manufacturer at the time of the pre-construction meeting. Such special instructions shall be recorded in the minutes or a copy attached thereto.
4. Contractor and installer agree that the proposed installations shall perform as required.
5. Review mock-ups or field samples, if required, and record appropriate comments.

Fabricators and Installers

The Contractor shall employ experienced specialty firms regularly engaged in fabricating or installing work of the same type required for this project. Fabricators and installers shall employ skilled tradesmen who are thoroughly experienced with the materials and equipment used in the work.

Manufacturer's Review

The Contractor and installer shall review the Drawings and Specifications, the shop drawings, and product data, with qualified representative(s) of the materials manufacturers for the products and systems to be used in the Work. The review of the documents and conditions shall confirm that all of the parties are in agreement the selected materials and systems are proper and adequate for the applications shown, especially with respect to compatibility with adjacent systems and materials.

Contractor's Testing Laboratories

The Contractor shall employ, at his own expense, the services of qualified testing laboratories to make the inspections, tests, and reports as required by the Contractor's Quality Control Program and as required by governing authorities having jurisdiction over the work.

The Contractor shall also pay for testing required for the convenience of the Contractor in performance of the work, and for testing related to remedial operations performed to correct deficiencies in the work.

Duties of Contractor's Testing Laboratories

Inspection and testing services shall follow the Contractor's Quality Control Program, and shall be performed in a manner which is consistent with reasonable standards of engineering practice. In

general, such services shall include on-site inspections, instructions for the taking of test samples, testing of assemblies or material samples, interpretation of tests, issuance of test reports, instructions to the Contractor in connection with the correction of deficiencies in the work, final inspections when the work is reported to be completed, and issuance of final inspection reports.

Inspection by Contractor

During the progress of the work, and upon completion of each item of work, the Contractor shall examine the work as necessary to ensure that it shall meet the quality requirements and take appropriate action as may be necessary to ensure conformance with the Contract Documents. The Contractor shall verify that the material and equipment systems used in the work comply with the quality, quantity, location, tolerances, clearances, function, completeness, operation and other characteristics required for the work.

Contractor's Assistance to the Commissioner

Refer to requirements for inspection and testing by the City as specified in the Standard Specifications and the Special Provisions. The activities of the City's testing laboratories are solely at the discretion of the City and in no way relieve the Contractor of sole responsibility for maintaining the Quality Control Program. The City's testing laboratories will perform independent inspections and tests, interpret and evaluate the results for compliance with the Contract Documents, record observations and submit reports. Contractor is responsible for the following items.

1. Notify the Commissioner at least one (1) day in advance before installing work to be tested.
2. Furnish casual labor required to facilitate testing.
3. Furnish material samples and access to materials as required for testing.
4. Furnish storage facilities for the material test samples.
5. Furnish full and ample means of assistance for monitoring the Contractor's Quality Control Program.

Contractor's Administration Staff

General

The Contractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintending of the work. Key members of this staff shall not be changed without the consent of the Commissioner, unless such members prove to be unsatisfactory to the Contractor and cease to be employed in a similar capacity by the Contractor.

Contractor's Coordinating Engineer

The Contractor shall furnish the services of a qualified engineer, who shall be responsible for coordinating the work with the various trades, including the review of the shop drawings, eliminating conflicts or interferences between the various trades, checking for completeness of the shop drawings and directing changes in the work as may be required to effect compliance with the Contract Documents.

Contractor's Project Manager

Prior to commencement of the work, the Contractor shall select a project manager who shall have full responsibility for the prosecution of the work, with full authority to act in all matters as necessary for the proper coordination, direction and technical administration of the work.

9. Warranty

The contractor, seller and/or the manufacturer warrants that goods provided hereunder will be of merchantable quality, will conform to applicable specifications, drawings, designs, samples or descriptions, will be free from defects in materials and workmanship and will be fit for the particular purpose intended by the City.

The warranty will remain in effect for a period of one (1) year from date of installation except as noted below.

Contractor, seller and/or manufacturer agrees to repair or replace within a reasonable time, any part, feature or product found to be defective during the warranty period, including all freight, at no cost to the City.

Contractor, seller and/or manufacturer should include a complete warranty statement confirming compliance with the above requirements and those found in the technical requirements as well as any other applicable warranties with the bid.

A. Decorative Pole and Casting Factory Finish

The contractor is to provide a five (5) year written warranty, warranting that the factory applied finishes will not develop excessive fading or excessive non-uniformity of color or shade, and will not crack, peel, pit, corrode, or otherwise fail as a result of defects in materials or workmanship within the following defined limits. This warranty should be submitted within three working days of receiving a request. Upon notification of such defects, within the warranty period, manufacture/contractor shall make necessary repairs or replacement at the convenience of the City. This warranty applies to all coated metal products such as support poles, aluminum bases and sign support arms or brackets.

1. **“Excessive Fading”**: A change in appearance which is perceptible and objectionable as determined by the Commissioner when visually compared with the original color range standards.
2. **“Excessive Non-Uniformity”**: Non-uniform fading to the extent that adjacent components have a color difference greater than the original acceptable range of color.
3. **“Will Not Pit or Otherwise Corrode”**: No pitting or other type of corrosion discernible from a distance of 10', resulting from the natural elements in the atmosphere at the project site.

B. Signage

The contractor is to provide a five (5) year written full replacement warranty to the City that all signs will be free of defects due to craft work including, but not limited to:

1. Bubbling, chalking, rusting or other disintegration of the sign panel, graphics or of the edges.
2. Corrosion appearing beneath paint and vinyl surfaces, on sign panels, brackets, posts or other support assemblies (except as an obvious result of vandalism or other external damage).
3. Corrosion of fasteners.
4. The assemblies not remaining true and plumb on their supports.
5. Peeling, delamination or warping ("oil canning").
6. Repair and reinstallation of signage due to failed mountings.

Contractor shall also extend in writing to the City all manufacturers' warranties for materials and components used within the signs. It is the Contractor's responsibility to obtain extended 5-year manufacturer warranties on all paint and powder coat applications. The Contractor will be required to fully replace all signs that are in error relative to the working documents (sign message schedule and sign type drawings) that will be submitted to the Contractor upon the award of contract.

10. Temporary Facilities and Controls

Temporary Facilities at the Site

Summary

In addition to the requirements of the Standard Specifications and the Special Provisions, the Contractor shall provide items of general services and temporary facilities specified herein and required for the proper and expeditious prosecution of the work. Such items may include, but are not limited to, temporary toilets, temporary storage, material hoists, temporary stairs or ladders, ramps, protective coverings, and other temporary facilities.

Responsibilities

The Commissioner will not be responsible for construction procedures, methods, techniques, sequence of work, or for safety precautions and programs in connection with the work, and will not be responsible for the Contractor's failure to carry out the work in accordance with the Contract Documents.

Connections and Removal

The Contractor shall provide temporary connections to utilities and services in locations acceptable to the City and local authorities having jurisdiction thereof. The Contractor shall furnish necessary labor and materials, and make installations in a manner subject to the acceptance of such authorities, and maintain such connections throughout the work. The Contractor shall remove the temporary installation and connections when no longer required. The Contractor shall restore the services and sources of supply to proper operating condition. The Contractor shall thoroughly clean and recondition those parts of permanent heating and air circulation systems used for temporary service.

Costs

The Contractor shall pay all costs for providing, operating, maintaining, and removing such temporary facilities, including temporary electrical power, water, fuel for temporary heating, until final acceptance of the work unless the City makes arrangements for the use of completed portions of the work before substantial completion.

Water, Snow and Ice

The Contractor shall keep areas of the site free from accumulations of water, snow, or ice, where the work is in progress or where the public may have access.

Temporary Electrical Service and Lighting

The Contractor shall make all arrangements with the local electric company or other appropriate entity for temporary electrical service to the construction site. The Contractor shall provide equipment necessary for temporary power and lighting, furnish electrical service of capacity adequate for construction tools and equipment without overloading the temporary facilities, and make available for construction operations of every trade.

Temporary Water Service

The Contractor shall furnish water necessary for construction purposes. The Contractor shall make all arrangements for temporary water service and temporary connections to existing mains.

Temporary Toilets

The Contractor shall provide suitable toilet facilities for the Contractor's staff, and other toilet facilities for the use of all workmen on the job, including those of other contractors. The

Contractor shall provide toilets where work is in progress and in the quantity required to conveniently serve the needs of all personnel.

The Contractor shall properly maintain the toilets in accordance with requirements of the State and local health regulations and ordinances. The Contractor shall immediately correct any facilities or maintenance methods failing to meet such requirements.

Temporary Storage

Allocation of Space

Available space at the job site is limited to the public right-of-way within the project limits as shown on the Drawings and the Contractor shall allocate such space for storage purposes. Any additional off-site space required shall be the responsibility of the Contractor.

Coordination and Layout

The Contractor shall arrange the available storage areas and coordinate their use by the trades on the job. The Contractor shall maintain a current layout of all storage facilities which shall be subject to the Commissioner's review.

Other Storage

The Contractor shall furnish storage for mock-up materials.

Pumping and Draining

The Contractor shall provide and maintain a temporary drainage system and pumping equipment as required to keep excavated areas free from water from any source. As the work progresses, the Contractor shall remove all water from basement areas, tunnels, pits, trenches and similar areas. The Contractor shall provide as required for proper performance of the work, such as installation of underground piping and conduit systems. The Contractor shall perform pumping and draining in such manner to prevent damage to any part of the construction, such as endangering concrete footings or adjacent construction or property.

11. General Notes and Product Requirements

Project General Notes

Prior to the construction, the location of underground utilities shall be determined in the field by the contractor by contacting "Diggers Hotline" at (800) 242-8511 or 811.

Project Materials shall be installed in compliance with Wisconsin Department of Transportation Standard Specifications Section 652 Except:

The Contractor is responsible for all costs including repairs, replacement or relocation etc. of traffic signal facilities if the contractor does any deviation from the design without the project engineers signed permission.

1. Details of construction materials and workmanship not shown on this drawing shall confirm to the pertinent requirements of the contract.
2. Locations of the PVC conduits where they are required are identified in the prints. However, installation may require integration with existing field conditions. Appropriate adjustment on conduit locations may be made if the field conditions are such that the conduit cannot be installed at the specified locations. Any relocations must be approved by the engineer. Field mark each conduit location by stamping and painting with red painting on top and backside of curb.
3. Depth of conduit installed below the streets, highway, road, and alleys shall be 24-inches minimum and 36" maximum. (Measured from the finished flange line)
4. Conduit installed behind curb, and under driveways shall be installed at the base of the backside of the curb/gutter section.
5. Where there is more than one conduit to be laid behind the curb, place all conduits in the same trench.
6. Any exception to the minimum or maximum depth shall be only with written approval of the engineer.
7. Bending of PVC electrical conduit shall be accomplished by using a blanket or emersion type take designed for the purpose of bending PVC electrical conduit.
8. All cut ends shall be trimmed inside and outside to remove all rough edges on all conduits. (See NEC 352.28 2008 Code)
9. Prior to conduit acceptance, all conduit ends shall be thoroughly cleaned and capped immediately after installation with the appropriate cast plastic cap which fits snugly on the conduit, but easily removed in the future. Duct tape or any other capping method is not acceptable.
10. All conduits being furnished and installed shall have the U.L. Label firmly attached.
11. Pull rope (3/8 inch nylon) shall be installed in all new conduit.
12. Immediately after the contractor has confirmed all the electrical conduit and conduit connections, and just before electrical work is covered up with concrete, soil, or etc. the contractor is required to contact the City of Milwaukee Electrical Shop Supervisions for final inspection and approval of all work.

TRAFFIC SIGNALS – Al Nichols (Office) 414-286-5941; (Cell) 414-708-5148

TRAFFIC SIGNALS – Dispatcher @ 414-286-3687

Unless otherwise specified later in the Special Provisions,
The contractor shall furnish a one (1) year warranty, agreeing to repair or replace work, which has failed as a result of defects in materials or workmanship. Upon notification of such defect, with in the warranty period, make necessary repairs or replacement at the convenience of the City of Milwaukee. (See specifications for more details)

Substitutions

“Substitutions” are changes to the specified materials, equipment, products, or processes required by the Contract Documents, when such changes are initiated by the Contractor after the bidding period and award of contract. The following are not considered to be substitutions.

1. When several manufacturers’ products or equivalent product as approved by the Commissioner are specified in the Contract Documents for an item of work, any one thereof is acceptable for the Contractor to choose and are not considered substitutions.
2. Changes accepted during the bidding period prior to award of contract and incorporated in the Contract Documents are not considered substitutions.
3. Revisions to Contract Documents requested by the Commissioner are not considered substitutions.

Consideration

The Contractor shall comply with requirements of the Standard Specifications. Substitute materials, equipment, products, or processes will be considered only if the Contractor submits to the Commissioner a written request, identified as a “Request for Substitution”. Requests received more than 30 days after notice to proceed with the work may not be considered, at the sole discretion of the Commissioner, unless the specified material, equipment, product, or process is discontinued by the specified manufacturer. The following are also not acceptable for consideration:

1. Requests for substitution will not be considered if incomplete or otherwise do not comply with the required procedures.
2. Substitution will not be considered if indicated on shop drawings, product data or other submittals furnished without the mandatory “Request for Substitution” from the Contractor.
3. Substitution will not be considered if the specified materials, equipment, products or processes would not be available from the specified manufacturer because the Contractor’s proposed installer is not qualified by or acceptable to the specified manufacturer or because the Contractor failed to procure such items in a timely manner.

Required Procedures

Requests for substitution of materials, equipment, products, or processes other than those specified in the Contract Documents shall be submitted by Contractor in writing to the Commissioner, identified as a “Request for Substitution” and addressed to the Commissioner. Each “Request for Substitution” shall be accompanied by such drawings, specifications, samples, performance data and other information as may be necessary to assist the Commissioner in determining whether the proposed substitution is acceptable. The burden of proof rests solely upon the Contractor. Each “Request for Substitution” shall stipulate the following items:

1. The substitution is equal in quality and serviceability to the specified item.
2. The substitution shall not entail changes in details and construction of related work.
3. The substitution shall not entail changes in the required design and artistic effect.
4. The substitution shall not involve additional cost to the City. If the substitution costs less than the specified materials, equipment, products, or processes, then credits to the City shall be described by Contractor in an accompanying request for a Change Order.

Warranty

Regardless of the evidence submitted, or any review or independent investigation by the Commissioner, a request for substitution of materials, equipment, products, or processes is a warranty by the Contractor to the City that such substitution meets the foregoing requirements. In no event shall any substitution be construed as a waiver of the right of the City to require the work to conform to the standard of quality and performance established by the specified materials, equipment, products or processes required by the Contract Documents.

Manufacturers' Instructions

Compliance

Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written instructions.

Conflicts

In case of any differences or conflicts between the requirements of the manufacturer's instructions and the technical sections of the Specifications, the instructions or Specifications having the more detailed and precise requirements which are specifically applicable to the work in question, as determined by the Commissioner, shall govern.

Manufacturers' Nameplates

Manufacturers' names or nameplates shall not be permanently affixed to ornamental and miscellaneous metal work, and similar factory-fabricated products on which, in the Commissioner's opinion, the nameplates would be objectionable if visible after installation of the work. This requirement does not apply to Underwriters labels where required, nor to manufacturers' names and rating plates on mechanical and electrical equipment.

Proof of Compliance

Whenever the Contract Documents require that a product complies with ASTM standards, ANSI specifications, or other published standard, the Contractor shall submit a statement from the manufacturer certifying that the product complies with such requirements. If further requested by the Commissioner, the Contractor shall also submit supporting test data to substantiate such compliance.

12. Alteration and Removal Procedures

PART 1 – GENERAL

Summary

General: Provide the Alteration and Removal Procedures for the work including, but not limited to altering, removing, cutting, patching, repairing, relocating, salvaging, disposing and similar activities as necessary to integrate new construction with exiting construction and to complete the work in accordance with the requirements of the contract documents.

Conduct the work such that the existing facilities where indicated on the drawings shall remain in full and continuous operation without interruption during the alteration and construction of the work.

Miscellaneous Removals: Sidewalk topping on existing hollow walks which are not being abandoned will be removed by others

Hazardous Materials: Hazardous materials such as asbestos, asbestos products, lead solder, leaded paint, or other toxic substances shall not be allowed on the site, nor be used in the work. The Contractor shall notify the Commissioner if any of the products or materials specified in the contract documents or proposed by the Contractor, or its subcontractors or material suppliers, or encountered on the job site contain or are reasonably believed to contain hazardous materials in any form, ,so that a qualified consultant retained by the City can determine whether such materials may be used in the work, or need to be removed from the site or rendered harmless in a manner which will not adversely affect the health of any persons and which will comply with applicable governmental laws and regulations.

Regulatory Requirements: Comply with applicable requirements of the laws, codes, ordinances, provisions, and regulations of Federal, State and Municipal authorities having jurisdiction. Obtain necessary approvals from all such authorities.

PART 2 - PRODUCTS

NOT USED

PART 3- EXECUTION

3.1 PROTECTION

General: Provide and maintain whatever measures are necessary to protect against damaging the existing construction and facilities to remain or to be salvaged. Contractor is responsible for damages, including City's loss of use, due to insufficient protection of existing construction and facilities.

Structural Integrity: Do not overload the existing structures. Maintain and protect the structural integrity of existing structures and parts thereof at all times. If necessary, due to Contractor's operations or construction loads, supplement the structural capacity of the existing structures until such time that the existing structures or permanent alterations are capable of sustaining imposed loads.

Dust and Debris Protection: Provide and maintain protection to prevent the migration of dust and airborne particles to areas outside the area of construction, and to protect against damage from construction debris.

3.2 EXISTING UTILITIES AND SERVICES

General: Where indicated, existing utilities and services such as water, power, light, heating, ventilating, and air conditioning, shall be disconnected, removed, terminated, and capped. Perform such work in the manner necessary to minimize disruption to existing operational facilities. Give notice and obtain approval from the Commissioner before commencing the interruption of existing utilities and services.

Program Description: Furnish a complete written description of the Contractor's program for the protection of existing utilities and services to remain in operation for duration of the work. Itemize the methods, procedures, and sequence to be followed for each utility or service and arrange the description to correspond with the project construction schedule.

Owned Utilities and Services: Alter or interrupt only with the approval and in accordance with the requirements of the owner of the utility or service.

Abandoned Lines: Utilities and services designated to be abandoned shall be permanently closed or capped.

3.3 EXISTING FACILITIES

Alteration and Removal: Provide as indicated and as necessary to accommodate new construction, resulting in generally clean break lines at existing construction to remain.

Explosives: The use of explosives is prohibited.

Impact Noise: Provide suitable measures necessary to prevent transmission of impact noise or vibrations into occupied areas of existing facilities and neighboring buildings.

Pneumatic or mechanically powered impact hammers and similar equipment may be used only during specific time periods as allowed by written permission from the Commissioner.

Remove and lower materials without impact either manually or with the use of chutes and similar devices.

Cutting Torches: Cuffing torches may be used only as allowed by written permission from the Commissioner. Provide means and methods to preclude the migration of smoke and other products of combustion resulting from the use of cuffing torches into occupied areas of neighboring buildings.

Patching, Repairing and Refinishing: Provide as indicated and as necessary, due to removal or damage to existing construction to remain. Perform in accordance with requirements of the Specifications, or if not specified, use materials to result in construction, integrity, and appearance to match similar original construction.

Preparation of Existing Surfaces: Where existing surfaces are to be refinished or are to serve as a substrate for the attachment or application of new materials or construction, prepare or alter the existing surfaces as necessary to properly accommodate the new materials.

Reinstallation: Reinstall existing material or equipment indicated to be removed and reused in the work, as well as items indicated to be temporarily removed to accommodate new construction. Reinstall in a manner to match the existing installation, unless otherwise indicated, to be altered, refurbished, or refinished.

Salvaging: Carefully remove and dismantle materials to be salvaged. If salvaged for the City's future use, clean the item to remove dust or extraneous matter and deliver to storage space at existing adjacent facilities as designated by the Commissioner.

Ownership of Removed Material: Existing material to be removed and not designated to be salvaged for reinstallation in the work or for the city's future use shall become the property of the Contractor. Existing material which has become the Contractor's property shall not be displayed nor offered for sale on City property.

13. Federal Aid Provisions April 2012

BUY AMERICA

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these Buy America provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://roadwaystandards.dot.wi.gov/standards/cmm/forms/ws4567.doc>

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.



Buy America Certification

Wisconsin Department of Transportation

WS4567

3/26/12

Project ID: _____ Highway: _____ County: _____
Name of Road/Project: _____
Prime Contractor: _____
Address: _____
Contact Person: _____ Phone: _____
DOT Project Manager: _____ Project Leader: _____

The undersigned certifies that only domestic steel and iron was permanently incorporated into the construction portion of the project.

To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States. This includes smelting, coating, bending, shaping, and all other manufacturing processes performed on the product. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1 percent of the contract price or \$2500 whichever is greater. Attached to this certification are invoices and other available documentation substantiating a claimed exemption.

Signature (prime contractor representative) _____

Typed or Printed Name _____

Title _____

Date _____

14. Acceptance Testing

Description

The Advanced Parking Guidance System (APGS) is composed of many subsystems. To verify that components have been installed correctly and that each subsystem is performing as intended, acceptance testing must follow a process that includes subsystem testing on the components as standalone elements, followed by overall system acceptance testing and integration. (System acceptance testing and integration will be completed by the City.) This specification describes the component acceptance testing requirements to be completed by the Contractor. The tests themselves will be included and paid for as part of the individual components and subsystems.

General

The APGS collects current parking availability from the associated parking structures and stores it in a database. Using the information from the database, the system displays the availability on dynamic message signs and on browser-based maps and web pages. The system consists of subsystems and components that collect, process, and display the information.

Testing

The component acceptance testing will be accomplished in a hierarchy of two levels. The sequence of tests shall include: Turn-on Testing and Setup Testing.

Turn-on Testing

The turn-on tests demonstrate that the equipment has been installed and wired properly. It will consist of the following elements:

- Visual inspection of the installation, verifying the quality of this installation. This will include the dressing of cables and their terminations.
- Any continuity or measurements that verify the performance characteristics such as output levels or DC continuity.
- Application of power to the components. Manufacturers' manuals and test procedures will be used to verify that the components are operating correctly. This would include the visual indicators on the equipment, meter readings on the equipment, and the lack of anomalies such as activating current surge suppressors.

These tests will be conducted on all installed components and their associated wiring. The Commissioner or his designee shall witness all testing.

Set-up Testing

Once power has been applied to the equipment and it has been verified that the equipment has been wired correctly, the Contractor shall setup the equipment in its operational configuration. The Contractor shall use local ports to exercise the equipment and verify its operation at the local level. Specific actions would include, but not be limited to, the following:

- Assign channels to wireless transceivers.
- Assign addresses, IP or other, to components.
- Measure output power, receive signals, local and remote dynamic guide sign control
- Align antennas if required.
- Demonstrate that networks can communicate.

Because the component tests will require software that is not part of the hardware installation, the Contractor can emulate the software to demonstrate functionality and verify the equipments' operation. In particular, the contractor shall conduct the following tests:

- From a laptop computer, connect locally to each dynamic guide sign and send display text messages. Each sign will respond by displaying the proper text message.
- From a laptop computer connected to the City's local area network (LAN), emulate the central system software by remotely sending commands to each dynamic guide sign. Each sign will respond by displaying the proper text message.
- From a laptop computer connected to the City's LAN, emulate the central system software by sending commands to another laptop computer at each parking facility. Each parking facility laptop will respond with a proper notification that the command was received.

These tests will be performed on all individual components. The Commissioner or his designee shall witness all testing.

Test Equipment

The Contractor shall furnish all test equipment necessary to test the systems and their components. The test equipment shall satisfy the manufacturers' criteria and satisfy the technical performance requirements dictated by the system design. All test equipment shall be calibrated by an independent laboratory unless it can be demonstrated to the satisfaction of the Commissioner that such calibration is not necessary.

Test Plan

The Contractor shall deliver to the Commissioner, not less than 21 calendar days prior to testing, a complete test plan for all components. This written document shall be complete and list all proposed tests, their test equipment requirements and configuration, and their acceptance criteria.

Documentation

Three (3) copies of all operations and maintenance manuals for each component shall be delivered for each assembly installed. In addition, full documentation for all software and associated protocols shall be supplied to the Department on a CD-ROM or DVD-ROM. The Department reserves the right to provide this documentation to other parties who may be contracted with in order to provide overall integration or maintenance of this item.

Basis of Payment

All testing is part of the acceptance processes for the individual hardware and equipment provided under other pay items. As such, the testing identified in this document will not be paid for separately, but should be included in the line items for the system components.

15. Cleaning

Summary

General

In addition to the clean-up requirements specified in the Standard Specifications, the Contractor is responsible for daily cleaning of the job site and for the coordination and direction of the cleaning by every trade. Each trade is required to perform cleaning for its portion of the work and as directed by the Contractor. The Contractor shall perform final cleaning of items provided as a part of the Contract, before acceptance of the work by the Commissioner, including removal of dust, dirt, stains, and finger marks from all finished metal, stone, or glass surfaces. The Contractor shall provide broom cleaning of sidewalks.

Finished Areas

The Contractor shall clean finished surfaces to remove any mortar, dust, and other extraneous matter, including but not limited to, the exposed surfaces of stone, miscellaneous metal, concrete, and also the surfaces visible after all work is in place.

Final Cleaning

In addition to the cleaning specified herein and in the various sections of the Specifications, the Contractor shall prepare the work for final acceptance by a thorough cleaning throughout, including washing or cleaning of surfaces on which dirt or dust has collected. The Contractor shall leave the work in an undamaged, bright, clean, polished condition. Re-cleaning will not be required after the work has been accepted, unless later operations of the Contractor make re-cleaning of certain portions necessary.

Removal

The Contractor shall remove trash and rubbish from every area. As soon as practicable after completion of the work, the Contractor shall dismantle the temporary construction facilities and remove from the City's premises the construction equipment, barricades, rubbish of every kind, surplus materials and supplies belonging to Contractor or its subcontractors.

Basis of Payment

Cleaning of work sites is part of the work provided under other pay items. Final cleaning is part of the mobilization pay item. As such, the cleaning identified in this document will not be paid for separately, but should be included in the line items for the appropriate components.

16. Closeout Submittals

Record Documents

Record Set Electrical As-Built Requirements

In accordance with the Standard Specifications and Special Provisions, the Contractor shall make a complete and accurate record of the changes or deviations from the Contract Documents and shop drawings, indicating the work as actually installed. The Contractor, and the subcontractor for each part of the work, shall record the changes under the direction of the Contractor as the work progresses. The Contractor shall neatly and correctly mark such changes on blackline prints of the Drawings affected, or on a copy of the Specifications, together with appropriate supplementary notes. The Contractor shall arrange the record Drawings in proper order and index the shop drawing information in accordance with the various sections of the Specifications. The Contractor shall keep the record set of Drawings, shop drawings and Specifications at the job site for review by the Commissioner.

Contractor shall furnish three (3) copies of as-built drawings for all work done. The as-built drawings shall meet all the requirements listed below. Submit drawings to the City of Milwaukee City Engineer Office as 841 N. Broadway, Milwaukee, WI, 53202. Attn: Chris Fornel.

- Locate and clearly dimensions all conduit runs, fitting, splice vaults, pull boxes, meter pedestals, light bases, transformer, poles and other appurtenances in two (2) directions. Swing ties should be made from objects that are permanent in nature and visible on the finished surface.
- Street names shall be on all sheets.
- Show all sizes and material type of pipes and cable.
- All horizontal distances shall be shown to the nearest tenth of a foot (i.e. 205.3). All vertical distances shall be shown to the nearest inch (i.e. 24").
- Show location and elevations of pipes and fittings where changes or deflections in directions occur.
- Special detail drawings will be supplied where required for clarity.
- Deviations from original plans or standard details shall be noted on as-built drawings.

ELECTRICAL AS-BUILT REQUIREMENTS:

Locate and clearly dimension all conduit runs, fittings, splice vaults, pull boxes, meter pedestals, light bases, transformer, poles and other appurtenances in two (2) directions. Swing ties should be made from objects that are permanent in nature and visible on the finished surface.

Endorsement

At the completion of the work the Contractor and each subcontractor shall certify, by endorsement thereon, that each of the revised prints of the Drawings and Specifications constitutes a complete and accurate record of the work as installed or constructed.

Submittal of Record Documents

Prior to the Contractor's applications for final payment, and as a condition to approval of the applications, each subcontractor shall deliver to the Contractor the record Drawings and Specifications arranged in proper order, indexed, and endorsed. The Contractor shall assemble the records for all items of the work, review them for completeness, and submit them to the Commissioner. The Contractor shall deliver the records in suitable transfer cases properly indexed and marked for each division of the work.

Acceptance

Review or receipt of record documents by the Commissioner shall not be a waiver for any deviation from the Contract Documents or the shop drawings, nor in any way relieve the Contractor from its responsibility to perform the work in accordance with the Contract Documents.

Operation and Maintenance Instructions

Manual

In accordance with the Standard Specifications and Special Provisions, and under the direction of the Contractor, each subcontractor shall furnish three (3) complete sets of operation and maintenance instruction manuals. The manuals shall contain the manufacturers' instructions for each item of equipment and apparatus furnished under the Contract, together with any additional data as may be required by the various sections of the Specifications. The Contractor shall furnish manufacturer's original printed brochures, not photocopies. The manuals shall be indexed and suitably bound in hard cover binders. In addition, one set of the operation and maintenance manuals shall be supplied to the Department in PDF format on a CD-ROM.

Endorsement

At the completion of the work the Contractor and each subcontractor shall certify, by endorsement thereon, that each of the manuals is complete and accurate.

Submittal of Manuals

Prior to the Contractor's applications for final payment, and as a condition to approval of the applications, each subcontractor shall deliver to the Contractor the manuals arranged in proper order, indexed and endorsed. The Contractor shall assemble the manuals for all divisions of the work, review them for completeness, and submit them to the Commissioner. The Contractor shall deliver the manuals in suitable transfer cases indexed and marked for each item of the work.

Contract Closeout

Warranties and Guaranties

In addition to the general warranty of the work as required by the General Conditions and Bureau Requirements, the Contractor shall furnish any other extended warranties or guaranties as required by the Specifications.

Waivers of Lien

The Contractor shall furnish the releases and waivers of liens arising out of the provisions of the Contract.

17. Static Guide Sign, 4-Panel, SPV.0060.001

18. Static Guide Sign, 4-Panel Double Sided, SPV.0060.002

Work under this item will consist of furnishing, installing, and testing a static guide sign or double sided guide sign complete with support pole, heavy wall cast aluminum base, sign housing, and sign blank.

References

- American Association of State Highway and Transportation Officials (AASHTO): Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals (2009, 5th Edition)
- American Welding Society (AWS): AWS D1.1/D1.1M "Structural Welding Code - Steel", and AWS D1.2/D1.2M "Structural Welding Code - Aluminum".
- National Association of Architectural Metal Manufacturers (NAAMM): "Metal Finishes Manual".
- American Institute of Steel Construction (AISC): AISC "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings", including the "Commentary" thereto.
- American Iron and Steel Institute (AISI): AISI "Specification for the Design of Cold-Formed Steel Structural Members".
- Industrial Fasteners Institute (IFI): IFI "Fastener Standards".
- The Society for Protective Coatings (SSPC): "Steel Structures Painting Manual, Volume 2, Systems and Specifications".
- American Society of Testing Materials (ASTM): "D4956 Standard Specification for Retroreflective Sheeting for Traffic Control"

Submittals

Shop Drawings: The Contractor shall furnish elevations and details of fabrication and installation. The drawings shall include all materials used in the fabrication, all dimensions, finishes, design loads, and method of installation.

Samples: Samples of all fabricated sign material shall be delivered to the City of Milwaukee Traffic Sign Shop at 1540 West Canal Street, Milwaukee, WI. 53233 for their inspection and approval by the Commissioner of Public Works before any work on the above project shall commence. Samples shall be delivered between the hours of 7:00 AM and 2:30 PM Monday through Friday.

Product Literature: The Contractor shall furnish manufacturer's specifications describing the general properties of all sign material used in this project. Specifications for sign material as well as their supporting structures shall be furnished.

Structural Calculations: The Contractor shall furnish engineering calculations to demonstrate maximum stress and deflection of signage, sign support systems under load. A registered professional engineer licensed in the State of Wisconsin shall prepare calculations.

Quality Assurance

Contractor's Quality Assurance Responsibilities: The Contractor is solely responsible for quality control of the Work.

Regulatory Requirements: The Contractor shall comply with applicable requirements of the laws, codes, ordinances, and regulations of Federal, State, and Municipal authorities having jurisdiction. Obtain necessary approvals from all such authorities. The Contractor shall adhere to the "Manual on Uniform Traffic Control Devices".

Delivery, Storage, and Handling

General: The Contractor is responsible to deliver and store material in manufacturer's original packaging, correctly labeled for proper identification, at the project site. It is the Contractor's responsibility to protect all material from damage and deterioration.

Project/Site Conditions

Existing Conditions: The Contractor shall coordinate with the work of other trades so as to prevent damage, interference, or delay. Obtain templates, drawings, or other information as necessary for proper alignment and connection to such other work.

Maintenance

The Contractor shall furnish a maintenance manual describing the procedures necessary for operating, cleaning, and maintaining the Work. Manufacturer brochures describing the material used in the work shall be furnished also. This shall include finish paint formula and manufacturer's numbers, etc.

B Materials

General Sign Materials

Aluminum: Provide the following specific type of aluminum regarding alloy, temper, and finish required for the project:

1. Aluminum Sign Blank Material: ASTM 5052-H38 Flat Anodized Aluminum.
2. Aluminum Extrusions: ASTM B221/B221M. 6063-T6 aluminum.
3. Aluminum Castings: ASTM B179. 514.
4. Aluminum Bars, Rods and Wire: ASTM B211/B211M.
5. Aluminum Pipe: 2" I.D. ASTM B 6061-T6 aluminum.

Steel: Provide the following specific type of steel:

1. Structural Steel Shapes, Plates and Bars: ASTM A36/A36M.
2. Steel Pipe: ASTM A595, Type C seamless pipe. Provide Hot-Dip Galvanized pipe for exterior pipe.
3. Structural Steel Tubing: ASTM A500 cold-formed, or ASTM A501 hot-formed. Provide Hot-Dip Galvanized tubing.

Gray Iron Castings: ASTM A48/A48M, Class 30B. Heavy wall sand casting, fine and tight, free of irregularities.

Fasteners: ASTM A307, ANSI/ASME B18.2.1, B18.2.2, B18.6.3, and B18.22.1. All fasteners used on this project shall fall under the above standards. Stainless steel 300 series alloy where used to join dissimilar materials. Stainless steel cap-screws, nuts, and washers shall be used to secure signs to the boiler plate. The cap-screw size shall be 5/16"x 3/4"18NC.

Welding Electrodes and Filler Metal: The Contractor shall provide the alloy and type of material required for strength, workability, compatibility, and color match after grinding smooth and finishing the fabricated product.

Finishing Materials for Sign Blanks

Polyurethane Coatings: Provide the following products or equal as acceptable to the Commissioner of Public Works.

1. **Acrylic Polyurethane Enamel:** 2-component, acrylic modified, aliphatic polyurethane enamel having U.V. inhibitors and engineered for application to signage components. Gloss shall be of 90+/- units at 60 degrees F. Flat sheen of 10+/- units at 60 degrees F.
2. **Primer for Steel:** 2-component primer with zinc chromate pigment and phosphate activator.
3. **Primer for Galvanized and Stainless Steel, on Non-Ferrous Metal:** Clear colorless primer.

Screening Materials: Provide photo processed screening, ATSM D4956-04, Type IX, arranged to furnish sharp and solid images without edge build-up or bleeding of the coating. Pattern-cut screens may be used for non-repeat copy, provided that final image copy is equal to photo screen quality. Only weather resistant materials, compatible with the intended substrates shall be used.

Vinyl Graphics: Pressure sensitive type, ASTM Type IX, white, non-yellowing, non-peeling and weather resistant electro-cuttable vinyl film.

Universal Acrylic Latex Semi-Gloss Enamel: For application to sign supports only, not to sign blanks or sign faces.

- Devco "Metalclad Acrylic Latex Semi-Gloss Coating 417XX" or equal.
- Glidden "Glid-Guard Lifemaster Finish 5200" or equal.
- Sherwin-Williams "Metalatex Semi-gloss Enamel B42 Series" or equal.
- Or equivalent product as approved by the Commissioner.

Graphic Artwork: Contractor shall procure all electronic files for the full-color digital artwork for all sign types from the Commissioner. Contractor shall coordinate receipt of all artwork files with the Commissioner to meet the project schedule. The output of all graphic panels for all sign types shall be under this contract.

Fonts/Typefaces: The fonts selected by the City of Milwaukee, Commissioner of Public Works, shall be used for this project. The fonts used are indicated on the Drawings.

No substitutions of any other typefaces may be made. Under no circumstances are typefaces to be electronically distorted (squeezed or extended) for purposes of fitting to the specified sign or general alteration of the sign face composition unless noted on the Drawings. This includes, but is not limited to, stretching, squeezing, tilting, outlining, or shadowing.

All letterforms shall be computer generated. Hand cut letters are not acceptable.

Extra Materials: The Contractor shall deliver to the City of Milwaukee, Traffic Sign Shop, 1540 West Canal Street, Milwaukee, WI. 53233, in original packaging, the following item:

1. Provide one (1) quart of each finish paint color and its related formula for touch-up purposes.

Shop Application of Sign Finishes

Sign Graphics: Provide the letters, numerals, symbols and other graphics markings, using the finish materials shown. Apply the graphics neatly, uniformly proportioned and spaced, and accurate within the dimensions indicated. Prepare the substrate surfaces and apply finish materials in accordance with manufacturer's instructions.

Polyurethane Finishes: Surfaces excepting polyurethane coatings shall be clean to obtain proper adhesion. Chemically treat or clean as recommended by paint manufacturer to remove deleterious film or residue.

1. **Primer:** Apply in strict accordance with paint manufacturer's recommendations as required for proper adhesion and application of finish.
2. **Acrylic Polyurethane Enamel:** Apply in 2.0 mils dry film thickness as recommended by manufacturer using correct color and sheen.

Fabrication of Signs and Supports

Provide standard and custom manufactured sign assemblies, components completely fabricated and finished at the factory before delivery to site. Construct signage to accurate detail and dimensions as shown and as reviewed on shop drawings. Fit and assemble all work at shop to the greatest extent possible and mark components as required to facilitate assembly during installation. Exposed fasteners on finished sign faces will be allowed, unless specifically indicated.

Metal Signs and Supports: Fabricate exposed surfaces uniformly flat and smooth, without distortion, pitting, or other blemishes. Form exposed metal edges to a smooth radius. Grind exposed welds and rough edges to make flush with adjacent smooth surfaces.

1. **Welding:** Make welds continuous. Comply with American Welding Society and Aluminum standards for type of metal.
2. **Fasteners:** Sign blanks shall be fastened to sign standards by means of exposed stainless steel cap screws. Perform drilling operation at shop.
3. **Dissimilar Materials:** Where metal surfaces will be in contact with dissimilar materials, coat the surfaces with epoxy paint with a minimum 2.0 mil dry film thickness or provide other means of dielectric separation as recommended by manufacturer to prevent galvanic corrosion.

Castings: Exposed castings shall be uniformly free from porosity and roughness. Edges shall be filled and ground smooth. Faces shall be chemically etched and mechanically polished to a bright finish.

Galvanizing: Exterior steel components and other steel where noted shall be galvanized. Shop fabrication shall be completed prior to application of zinc coating. Remove mill scale and rust, clean and pickle the units as required for proper pretreatment of surfaces. Provide hot-dip galvanizing in accordance with requirements of ASTM A123/A123M for steel plates, bars and strips greater than 1/8" thickness, assembled steel products and ASTM A153/A153M for iron and steel hardware.

Sign Housing: Design Wind Load: Provide outdoor sign assemblies designed to withstand a wind loading for a wind speed of 80 mph, calculated based on AASHTO Standard

Specifications for Structural Support for Highway Signs, Luminaires and Traffic Signals (2009, 5th Edition), tested, and installed.

Static guide sign housings shall be a brushed aluminum case, with dimensions as shown in the Plans. The housing shall be manufactured using 100% extruded aluminum. Sheet aluminum shall be a minimum of 1/8-inch thick. Aluminum members shall be seamless with continuous welds in the corner.

Bases: Ornamental bases custom fabricated of heavy wall cast aluminum shall be cast from ASTM #356 alloy. The sand casting shall be sandblast or otherwise clean the scale. In addition, sand off casting to produce a smooth and uniform surface free from pits, blowholes or other irregularities.

The housing shall be rated for NEMA 4 with the doors internally gasketed to provide the necessary seal. All corners shall be welded for stability and water tightness. Silicone or other sealants will not be allowed to seal joints.

The static guide sign shall be affixed to the steel support pole as shown in the Plans.

The back face of the sign housing shall be constructed of brushed aluminum sheeting.

C CONSTRUCTION

General

The Contractor shall prepare and submit a shop drawing detailing the complete static guide sign equipment installation. The shop drawings shall identify the installation and specifications of all components to be supplied, for approval of the Commissioner. The complete installation of all signage shall be in accordance with manufacturer's printed instructions and approved shop drawings.

Installation

The Contractor shall examine the areas to receive the work and the conditions under which the work shall be performed. The Contractor shall remedy any faulty conditions for which they are responsible. Areas that need correction shall be corrected in a timely fashion.

Installation of Signs

The Contractor shall set and attach the sign accurately on location, alignment and elevation, plumb, level and true, as measured from established reference points and from other work already in place. Components shall fit accurately together to form tight joints and secure connections.

Application of Graphics

Preparation: Surfaces to graphic markings shall be clean, dry, and otherwise made ready for application of materials.

Vinyl Graphics: The Contractor shall apply graphics accurately and in accordance with manufacturer's instructions. Apply uniformly smooth, free from bubbles, wrinkles, stretching, or other blemishes.

Painted or Screened Graphics: The Contractor shall apply painted or screened graphics in compliance with coating manufacture's application instructions. Correct primers shall be used so they are compatible with each substrate. Apply all markings to obtain neat edges, minimum 3 mils dry film thickness and as required to maintain solid marking without voids.

Repair: All blemishes that may need repair shall be repaired so that the repair is not noticeable. Any items that are damaged beyond repair shall be replaced.

Cleaning

Upon completion of work at project site, remove all material, debris, containers, and equipment from the project site. The Contractor shall remove all protective coverings and clean the exposed surfaces of the work to remove dirt, stains, and all other material that is not called for by the contract. This shall be done by methods recommended by the manufacturer.

Protection Cleaning

All work shall be protected during the construction period. All completed work shall be clean and free from defects at time of acceptance by the City of Milwaukee.

C WARRANTY

Support Pole, Heavy Wall Cast Aluminum Base, Sign Housing

The Contractor shall warrant all non-electrical architectural signage components, to the City of Milwaukee, for a period of 5 years, against all defects in material and workmanship. Upon notification of such defects the Contractor shall make all necessary repairs or replace said material at the convenience of the City of Milwaukee.

D MEASUREMENT

The STATIC GUIDE SIGN, 4-PANEL; or STATIC GUIDE SIGN, 4-PANEL; DOUBLE SIDED bid items will be measured for payment by the each (EACH) unit of measure and based on the actual number of static signs furnished, installed, and accepted.

E BASIS OF PAYMENT

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.001	STATIC GUIDE SIGN, 4-PANEL	EACH
SPV.0060.002	STATIC GUIDE SIGN, 4-PANEL, DOUBLE SIDED	EACH

Payment is full compensation for furnishing labor, equipment, coordination, and all materials (including but not limited to the support pole, cast iron base, sign housing, sign blank) and incidentals necessary to complete the work.

19. Dynamic Guide Sign, 3-Panel, Item SPV.0060.003

A DESCRIPTION

Work under this item will consist of furnishing, installing, and testing a dynamic guide sign complete with support pole, heavy wall cast aluminum base, sign housing, sign blank, LED panels, and electrical components.

References

- American Association of State Highway and Transportation Officials (AASHTO): Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals (2009, 5th Edition)
- American Welding Society (AWS): AWS D1.1/D1.1M "Structural Welding Code - Steel", and AWS D1.2/D1.2M "Structural Welding Code - Aluminum".
- National Association of Architectural Metal Manufacturers (NAAMM): "Metal Finishes Manual".
- American Institute of Steel Construction (AISC): AISC "Specification for the Design, Fabrication and Erection of Structural Steel for Buildings", including the "Commentary" thereto.
- American Iron and Steel Institute (AISI): AISI "Specification for the Design of Cold-Formed Steel Structural Members".
- Industrial Fasteners Institute (IFI): IFI "Fastener Standards".
- The Society for Protective Coatings (SSPC): "Steel Structures Painting Manual, Volume 2, Systems and Specifications".
- American Society of Testing Materials (ASTM): "D4956 Standard Specification for Retroreflective Sheeting for Traffic Control"

Submittals

Shop Drawings: The Contractor shall furnish elevations and details of fabrication and installation. The drawings shall include all materials used in the fabrication, all dimensions, finishes, design loads, and method of installation.

Samples: Samples of all fabricated sign material shall be delivered to the City of Milwaukee Traffic Sign Shop at 1540 West Canal Street, Milwaukee, WI. 53233 for their inspection and approval by the Commissioner of Public Works before any work on the above project shall commence. Samples shall be delivered between the hours of 7:00 AM and 2:30 PM Monday through Friday.

Product Literature: The Contractor shall furnish manufacturer's specifications describing the general properties of all sign material used in this project. Specifications for sign material as well as their supporting structures shall be furnished.

Structural Calculations: The Contractor shall furnish engineering calculations to demonstrate maximum stress and deflection of signage, sign support systems under load. A registered professional engineer licensed in the State of Wisconsin shall prepare calculations.

Quality Assurance

Contractor's Quality Assurance Responsibilities: The Contractor is solely responsible for quality control of the Work.

Regulatory Requirements: The Contractor shall comply with applicable requirements of the laws, codes, ordinances, and regulations of Federal, State and Municipal authorities having jurisdiction. Obtain necessary approvals from all such authorities. The Contractor shall adhere to the "Manual on Uniform Traffic Control Devices".

Delivery, Storage, And Handling

General: The Contractor is responsible to deliver and store material in manufacturer's original packaging, correctly labeled for proper identification, at the project site. It is the Contractor's responsibility to protect all material from damage and deterioration.

Project/Site Conditions

Existing Conditions: The Contractor shall coordinate with the work of other trades so as to prevent damage, interference, or delay. Obtain templates, drawings, or other information as necessary for proper alignment and connection to such other work.

Maintenance

The Contractor shall furnish a maintenance manual describing the procedures necessary for operating, cleaning, and maintaining the Work. Manufacturer brochures describing the material used in the work shall be furnished also. This shall include finish paint formula and manufacturer's numbers, etc.

B MATERIALS

General Sign Materials

Aluminum: Provide the following specific type of aluminum regarding alloy, temper, and finish required for the project:

1. Aluminum Sign Blank Material: ASTM 5052-H38 Flat Anodized Aluminum.
2. Aluminum Extrusions: ASTM B221/B221M. 6063-T6 aluminum.
3. Aluminum Castings: ASTM B179. 514.
4. Aluminum Bars, Rods and Wire: ASTM B211/B211M.
5. Aluminum Pipe: 2" I.D. ASTM B 6061-T6 aluminum.

Steel: Provide the following specific type of steel:

1. Structural Steel Shapes, Plates and Bars: ASTM A36/A36M.
2. Steel Pipe: ASTM A595, Type C seamless pipe. Provide Hot-Dip Galvanized pipe for exterior pipe.
3. Structural Steel Tubing: ASTM A500 cold-formed, or ASTM A501 hot-formed. Provide Hot-Dip Galvanized tubing.

Gray Iron Castings: ASTM A48/A48M, Class 30B. Heavy wall sand casting, fine and tight, free of irregularities.

Fasteners: ASTM A307, ANSI/ASME B18.2.1, B18.2.2, B18.6.3, and B18.22.1. All fasteners used on this project shall fall under the above standards. Stainless steel 300 series alloy where used to join dissimilar materials. Stainless steel cap-screws, nuts, and washers shall be used to secure signs to the boiler plate. The cap-screw size shall be 5/16"x 3/4" 18NC.

Welding Electrodes and Filler Metal: The Contractor shall provide the alloy and type of material required for strength, workability, compatibility, and color match after grinding smooth and finishing the fabricated product.

Finishing Materials for Sign Blanks

Polyurethane Coatings: Provide the following products or equal as acceptable to the Commissioner of Public Works.

1. **Acrylic Polyurethane Enamel:** 2-component, acrylic modified, aliphatic polyurethane enamel having U.V. inhibitors and engineered for application to signage components. Gloss shall be of 90+/- units at 60 degrees F. Flat sheen of 10+/- units at 60 degrees F.
2. **Primer for Steel:** 2-component primer with zinc chromate pigment and phosphate activator.
3. **Primer for Galvanized and Stainless Steel, on Non-Ferrous Metal:** Clear colorless primer.

Screening Materials: Provide photo processed screening, ATSM D4956-04, Type IX, arranged to furnish sharp and solid images without edge build-up or bleeding of the coating. Pattern-cut screens may be used for non-repeat copy, provided that final image copy is equal to photo screen quality. Only weather resistant materials, compatible with the intended substrates shall be used.

Vinyl Graphics: Pressure sensitive type, ASTM Type IX, white, non-yellowing, non-peeling and weather resistant electro-cuttable vinyl film.

Universal Acrylic Latex Semi-Gloss Enamel: For application to sign supports only, not to sign blanks or sign faces.

- Devoe "Metalclad Acrylic Latex Semi-Gloss Coating 417XX" or equal.
- Glidden "Glid-Guard Lifemaster Finish 5200" or equal.
- Sherwin-Williams "Metalatex Semi-gloss Enamel B42 Series" or equal.
- Or equivalent product as approved by the Commissioner.

Graphic Artwork: Contractor shall procure all electronic files for the full-color digital artwork for all sign types from the Commissioner. Contractor shall coordinate receipt of all artwork files with the Commissioner to meet the project schedule. The output of all graphic panels for all sign types shall be under this contract.

Fonts/Typefaces: The fonts selected by the City of Milwaukee, Commissioner of Public Works, shall be used for this project. The fonts used are indicated on the Drawings.

No substitutions of any other typefaces may be made. Under no circumstances are typefaces to be electronically distorted (squeezed or extended) for purposes of fitting to the specified sign or general alteration of the sign face composition unless noted on the Drawings. This includes, but is not limited to, stretching, squeezing, tilting, outlining, or shadowing.

All letterforms shall be computer generated. Hand cut letters are not acceptable.

Extra Materials: The Contractor shall deliver to the City of Milwaukee, Traffic Sign Shop, 1540 West Canal Street, Milwaukee, WI. 53233, in original packaging, the following item:

1. Provide 1 (one) quart of each finish paint color and its related formula for touch-up purposes.

Shop Application of Sign Finishes

Sign Graphics: Provide the letters, numerals, symbols and other graphics markings, using the finish materials shown. Apply the graphics neatly, uniformly proportioned and spaced, and accurate within the dimensions indicated. Prepare the substrate surfaces and apply finish materials in accordance with manufacturer's instructions.

Polyurethane Finishes: Surfaces excepting polyurethane coatings shall be clean to obtain proper adhesion. Chemically treat or clean as recommended by paint manufacturer to remove deleterious film or residue.

1. **Primer:** Apply in strict accordance with paint manufacturer's recommendations as required for proper adhesion and application of finish.
2. **Acrylic Polyurethane Enamel:** Apply in 2.0 mils dry film thickness as recommended by manufacturer using correct color and sheen.

Fabrication of Signs and Supports

Provide standard and custom manufactured sign assemblies, components completely fabricated and finished at the factory before delivery to site. Construct signage to accurate detail and dimensions as shown and as reviewed on shop drawings. Fit and assemble all work at shop to the greatest extent possible and mark components as required to facilitate assembly during installation. Exposed fasteners on finished sign faces will be allowed, unless specifically indicated.

Metal Signs and Supports: Fabricate exposed surfaces uniformly flat and smooth, without distortion, pitting, or other blemishes. Form exposed metal edges to a smooth radius. Grind exposed welds and rough edges to make flush with adjacent smooth surfaces.

1. **Welding:** Make welds continuous. Comply with American Welding Society and Aluminum standards for type of metal.
2. **Fasteners:** Sign blanks shall be fastened to sign standards by means of exposed stainless steel cap screws. Perform drilling operation at shop.
3. **Dissimilar Materials:** Where metal surfaces will be in contact with dissimilar materials, coat the surfaces with epoxy paint with a minimum 2.0 mil dry film thickness or provide other means of dielectric separation as recommended by manufacturer to prevent galvanic corrosion.

Castings: Exposed castings shall be uniformly free from porosity and roughness. Edges shall be filled and ground smooth. Faces shall be chemically etched and mechanically polished to a bright finish.

Galvanizing: Exterior steel components and other steel where noted shall be galvanized. Shop fabrication shall be completed prior to application of zinc coating. Remove mill scale and rust, clean and pickle the units as required for proper pretreatment of surfaces. Provide hot-dip galvanizing in accordance with requirements of ASTM A123/A123M for steel plates, bars and strips greater than 1/8" thickness, assembled steel products and ASTM A153/A153M for iron and steel hardware.

Sign Housing: The dynamic guide sign shall operate without any decrease in performance over an ambient temperature range of -30°F to + 165°F with a relative humidity of up to 95%.

Design Wind Load: Provide outdoor sign assemblies designed to withstand a wind loading for a wind speed of 80 mph, calculated based on AASHTO Standard Specifications for Structural Support for Highway Signs, Luminaires and Traffic Signals (2009, 5th Edition), tested, and installed.

Dynamic guide sign housings shall be a brushed aluminum case, with dimensions as shown in the Plans.

The housing shall be manufactured using 100% extruded aluminum. Sheet aluminum shall be a minimum of 1/8-inch thick. Aluminum members shall be seamless with continuous welds in the corner. Holes shall be provided within the sign housing for cable egress as shown in the Plans. Holes shall have bushings to protect the cable during installation.

Access to the interior of the housing for routine maintenance or inspection shall be by access doors mounted on the rear of the sign. To avoid any corrosion or dirt, the door hinge shall be mounted internal to the housing. Each door shall open away from the center of the sign housing, and shall have a 3-point Corbin locking mechanism. Each door shall open 90 degrees, and be retained in the open position by a rigid telescoping retention device.

Bases: Ornamental bases custom fabricated of heavy wall cast aluminum shall be cast from ASTM #356 alloy. The sand casting shall be sandblast or otherwise clean the scale. In addition, sand off casting to produce a smooth and uniform surface free from pits, blowholes or other irregularities.

The housing shall be rated for NEMA 4 with the doors internally gasketed to provide the necessary seal. All corners shall be welded for stability and water tightness. Silicone or other sealants will not be allowed to seal joints.

Electrical and communication connections within the housing shall be weatherproof and easily coupled.

The dynamic guide sign shall be affixed to the steel support pole as shown in the Plans.

A thermostatically controlled heater and louvered vents shall be used to keep condensation from forming on the display face of the static or LED displays.

The back face of the sign housing shall be constructed of brushed aluminum sheeting.

LED Displays

The dynamic LED displays will be used to disseminate parking availability information to motorists. The LED displays should be readable from 200 ft by an individual with 20/20 vision. In particular, the display shall comply with the following requirements:

Display characteristics

Character height:	five (5) inch characters
Number of characters:	four (4) alphanumeric characters
Number of lines:	single line
Type of display:	Red LED capable of alpha numeric displays
LED life:	100,000 hrs (minimum)

Mechanical

Nominal dimensions with mounting flange:	28.75 inch wide by 7.75 inch high
Nominal dimensions of cutout:	27 inch wide by six (6) inch high

LED Circuit Boards

General

- a.) LED circuit boards shall be manufactured using a FR-4 laminated fiberglass printed circuit board with the front face printed with black UV cure ink.
- b.) The failure of an LED string shall not cause the failure of any other LED string.
- c.) The circular base of the discrete LEDs shall be soldered so that they are flush.
- d.) All LEDs shall be perpendicular to the circuit board.
- e.) All exposed metal on both sides of the LED circuit board (except connector contacts) shall be protected from water and humidity by an application of conformal coating.
- f.) The conformal coating shall contain a UV brightener to aid in visual inspection.
- g.) The presence of ambient radio signals, magnetic interference, and electromagnetic interference shall not impair the performance of the sign system. Interference includes power lines, transformers, and motors. The sign will not radiate electromagnetic signals that adversely affect any other electronic device, including those located in vehicles passing underneath or near the sign and its' controller.
- h.) The Cabinet and sign components shall operate in the following temperature and humidity conditions:

Operational temperature range: -30°F to +165°Fa.

Humidity range: 0% to 99% (non-condensing)

Storage temperature range: -40°F to +185°F

Components will not be damaged by a temporary exposure while operating to a temperature range of -40°F to +185°F

- i.) Signs will use one of the following three viewing angles:

All LEDs shall have a nominal viewing cone of 15° with a half-power angle of 7.5° a. measured from the longitudinal axis of the LED. Viewing cone tolerances shall be as specified in the LED manufacturer's product specifications and shall not exceed ± 3 degrees.

All LEDs shall have a nominal viewing cone of 30° with a half-power angle of 15° b. measured from the longitudinal axis of the LED. Viewing cone tolerances shall be as specified in the LED manufacturer's product specifications and shall not exceed ± 3 degrees.

All LEDs shall have a nominal viewing cone of 60° with a half-power angle of 30° a. measured from the longitudinal axis of the LED. Viewing cone tolerances shall be as specified in the LED manufacturer's product specifications and shall not exceed ± 3 degrees.

- j.) The discrete LEDs shall be driven using pulse width modulation (PWM). Signs will use current PWM to achieve the proper LED intensity levels for all light conditions. The drive pulse shall be modulated at a frequency high enough to provide flicker-free operation.
- k.) The LED drive circuit board shall contain a microprocessor-controlled power regulation circuit that controls the pulse width modulation (PWM) applied to the LED strings. LED specifications.
- l.) Color Vs Brightness Regulated DC Power Supplies
- m.) The LED Circuit board shall be powered with auto-ranging regulated switching power supply that converts the incoming AC electricity to DC at a nominal voltage of 12 VDC.
- n.) Power supplies shall be UL recognized
- o.) Power supplies shall be arranged in a redundant parallel configuration, and rated such that if one supply fails the remaining supply shall be able to operate 100% of the LEDs in the sign message.
- p.) The pair of power supplies shall contain two physically and electrically independent supplies.
- q.) The pair of power supplies shall be placed in parallel according to the manufacturer's recommendations.
- r.) Power supplies used to power the LED sign message and its controller board shall be identical and v. interchangeable.
- s.) Power supply specifications:
- t.) Nominal output voltage: 12 VDC ±10%

Minimum temperature range for 100% output power: -30°F to +140°F

Minimum operating input voltage range: 100VAC to 200 VAC.

The Contractor shall provide interface protocols for the LED displays, as well as display software development kits (SDKs), if available.

The number of dynamic LED displays per dynamic guide sign shall be as indicated in the Plans.

Electrical Components

Power Distribution Assembly: The power distribution assembly shall be as shown on the Plans. The power distribution assembly shall consist of the following: one (1) 15 A, 120 V main circuit breaker and one duplex, 3 prong, NEMA GFI Type 5-15R grounded utility type outlet.

Rating of breakers shall be shown on face of breaker or handle. Breaker function shall also be labeled below breakers on panel. All conductors from the power distribution assembly routed to the cabinet wiring shall be connected to the terminal block on the common side, except for the AC power conductor between the service terminal block and main circuit breaker. All internal conductors terminating at the blocks shall be connected to the other side of the blocks.

The terminal blocks shall be barrier type rated at 20 A, 600 VRMS minimum. The terminal screws shall be nickel plated brass binder head type with screw inserts of same material. The terminals of the power line service terminal block shall be labeled "AC+, AC-, and AC GND", and shall be covered with a clear insulating material to prevent inadvertent contact.

The power distribution assembly shall include over-voltage, transient protection. Over-voltage protection shall include, as a minimum, a surge arrester, which shall reduce the effect of power line voltage transients and be mounted to the panel. The arrester shall have the following minimum features:

Peak current	20 kA (8x20 μ s waveshape)
Life Test	5% change
Clamp voltage	280 V typical @ 20 kA
Response time	\leq 5 ns
Continuous service current	10 amps or greater 120 VAC/60 Hz
Operating Temperature	-40°C to +75°C (minimum)
Nominal dimensions	7.15 inches by 3.15 inches by 2.25 inches

Each sign shall be supplied with a heavy-duty plastic envelope to store plans, wiring diagrams, schematics, etc. The envelope shall have minimum dimensions of 10 inches x 15 inches.

Wireless Transceiver Cable Protection: A gas tube, over voltage protector shall be provided for the coaxial patch cable. Specific requirements include:

Peak surge current:	20 kA
Response time:	\leq 7 ns
Input/output connectors:	N female/N female
Temperature range:	-40°C to +75°C (minimum)
Humidity:	0% to 95% (non-condensing)
Nominal dimensions:	1.5 " by 1" by 1.5"

The lightning arrester shall be mounted through bulkhead panel up to 1/4" thick as shown on the Plans.

C CONSTRUCTION

General

The Contractor shall prepare and submit a shop drawing detailing the complete dynamic guide sign equipment installation. The shop drawings shall identify the installation and specifications of all components to be supplied, for approval of the Commissioner. The complete installation of all signage shall be in accordance with manufacturer's printed instructions and approved shop drawings.

Installation

The Contractor shall examine the areas to receive the work and the conditions under which the work shall be performed. The Contractor shall remedy any faulty conditions for which they are responsible. Areas that need correction shall be corrected in a timely fashion.

Installation of Signs

The Contractor shall set and attach the sign accurately on location, alignment and elevation, plumb, level and true, as measured from established reference points and from other work already in place. Components shall fit accurately together to form tight joints and secure connections.

Application of Graphics

Preparation: Surfaces to graphic markings shall be clean, dry, and otherwise made ready for application of materials.

Vinyl Graphics: The Contractor shall apply graphics accurately and in accordance with manufacturer's instructions. Apply uniformly smooth, free from bubbles, wrinkles, stretching, or other blemishes.

Painted or Screened Graphics: The Contractor shall apply painted or screened graphics in compliance with coating manufacture's application instructions. Correct primers shall be used so they are compatible with each substrate. Apply all markings to obtain neat edges, minimum 3 mils dry film thickness and as required to maintain solid marking without voids.

Repair: All blemishes that may need repair shall be repaired so that the repair is not noticeable. Any items that are damaged beyond repair shall be replaced.

Internal Components

The Contractor shall demonstrate a prototype assembly using the proposed components. This demonstration shall take place at a Contractor selected and Commissioner-approved location. These conformance tests shall be completed prior to the delivery of any completed assemblies to the project site. Any deviations from these specifications that are identified during this testing shall be corrected prior to the shipment of the assembly to the project site.

Appropriate connectors shall be furnished and installed to interface the in-cabinet components to the incoming electrical service and antenna. The Contractor shall mount the in-cabinet components inside the dynamic guide sign structure and connect them to AC power and communication feeds.

The Contractor shall make all power connections to the sign in accordance with the Plans and as required. The neutral buss shall be isolated from the sign and equipment ground. It shall terminate at the neutral lug. All conductors used in sign wiring shall terminate with properly sized non-insulated (if used, for DC logic only) or clear spring-space type terminals except when soldered to a through panel solder lug on the rear side of the terminal block or as specified elsewhere. All conductors, except those, which can be readily traced, shall be labeled. Labels attached to each end of the conductor shall identify the destination of the other end of the conductor. Cabling shall be routed to prevent conductors from being in contact with metal edges. Cabling shall be arranged so that any removable assembly may be removed without disturbing conductors not associated with that assembly.

All equipment in the cabinet, when required, shall be clearly and permanently labeled using marker strips. The marker strips shall be made of material that can be easily and legibly written on using a ballpoint pen. Marker strips shall be located immediately below the item that they are to identify and must be clearly visible with the items installed.

LED Displays

The dynamic LED displays shall be mounted in the dynamic guide sign housing as shown in the Plans. The LED displays shall be installed with a weatherproof compression seal. All connections shall be made as shown in the Plans.

The Contractor shall set the logical address (or ID) of each LED display. Each LED display in the system shall have a unique logical address (or ID). The Contractor shall maintain a list of all the dynamic LED display addresses and shall provide the list to the Commissioner at the project completion.

Cleaning

Upon completion of work at project site, remove all material, debris, containers, and equipment from the project site. The Contractor shall remove all protective coverings and clean the exposed surfaces of the work to remove dirt, stains, and all other material that is not called for by the contract. This shall be done by methods recommended by the manufacturer.

Protection Cleaning

All work shall be protected during the construction period. All completed work shall be clean and free from defects at time of acceptance by the City of Milwaukee.

Testing

The Contractor shall test each installed dynamic guide sign. The test shall be conducted from the dynamic guide sign using the standard communication protocol and laptop. The Contractor shall verify that each of the LED displays can display a desired message.

The Contractor shall maintain a log of all testing and the corresponding test results. A representative of the Contractor and a representative of the Commissioner shall sign the log as witnessing the results. Records of all tests shall be submitted to the Commissioner prior to accepting the installation.

Documentation

Three (3) copies of all operations and maintenance manuals for each component shall be delivered for each assembly installed. In addition, full documentation for all software and associated protocols shall be supplied to the Department on a CD-ROM. The Department reserves the right to provide this documentation to other parties who may be contracted with, in order to provide overall integration or maintenance of this item.

Warranty

Support Pole, Heavy Wall Cast Aluminum Base, Sign Housing

The Contractor shall warranty all non-electrical architectural signage components, to the City of Milwaukee, for a period of five (5) years, against all defects in material and workmanship. Upon notification of such defects the Contractor shall make all necessary repairs or replace said material at the convenience of the City of Milwaukee.

LED Display

The Contractor shall warranty all materials and workmanship including labor for a period of one year after the completion and acceptance of the installation, unless other warranty requirements prevail. The warranty period shall begin when the Contractor completes all construction obligations related to this item and when the components for this item have been accepted, which shall be documented as the final completion date in the construction status report. This warranty shall include repair or replacement all failed components via a factory authorized depot repair service. All items sent to the depot for repair shall be returned within 2 weeks of the date of receipt at the facility. The depot location shall be in the United States. The provider of the warranty shall be responsible for all return shipping costs.

The depot maintainer designated for each component shall be authorized by the original manufacturer to supply this service. A warranty certificate shall be supplied for each component from the designated depot repair site indicating the start and end dates of the warranty. The certificate shall be supplied at the conclusion of the system acceptance test and shall be for a minimum of two years after that point. The certificate shall name the City as the recipient of the service. The City shall have the right to transfer this service to other private parties who may be contracted to perform overall maintenance of the facility.

D MEASUREMENT

The DYNAMIC GUIDE SIGN, 3-PANEL bid items will be measured for payment by the each (EACH) unit of measure and based on the actual number of number of LED panels included on each sign, as shown in the Plans.

E BASIS OF PAYMENT

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.003	DYNAMIC GUIDE SIGN, 3-PANEL	EACH

Payment is full compensation for furnishing labor, equipment, coordination, and all materials (including but not limited to the support pole, cast iron base, sign housing, sign blank) and incidentals necessary to complete the work.

20. Sign Panel, 24" x 30", Item SPV.0060.004

A DESCRIPTION

Work under this item describes furnishing and installing a static sign panel on an existing City lighting pole.

B MATERIALS

Sign Panels

Sign panels shall meet the requirements of Wisconsin Department of Transportation Standard Specifications, Section 637, Signing. The sign panels shall have a sheet aluminum base, ASTM Type IX reflective sheeting face, and ASTM Type IX reflective demountable messages. The dimensions of the signs shall be 24 in. wide by 30 in. high. Sign colors, legend, messages, and border shall be as shown in the Plans.

Banding Straps

Sign panels shall be mounted using stainless steel banding straps. The sign panel mounting shall use hex head nuts and bolts, washers, and other steel hardware treated in one of the following ways:

1. Hot dipped or mechanically zinc coated according to ASTM A 153, class D.
2. Cadmium plated according to ASTM B 766 type III, class 12.
3. Electrically zinc coated according to ASTM B 633, type III, SC 3.

The Contractor shall use only nuts and bolts manufactured with sufficient clearance to allow the nuts to run freely on the bolts after plating or coating.

C CONSTRUCTION

General

The Contractor shall prepare and submit a shop drawing detailing the sign panel. The shop drawings shall identify the installation and specifications of all components to be supplied for approval of the Commissioner.

Installation

Sign panels shall be installed at locations as indicated in the Plans. Sign panels shall be positioned and secured a minimum of eight (8) feet above sidewalk grade. Sign panels shall be attached to existing City light poles using stainless steel banding straps. At locations where an existing City-owned parking sign(s) is in place, the sign(s) will be removed and delivered to the City as directed by the Commissioner. The Contractor shall only remove City-owned parking signs facing the same direction as the proposed sign panels. The cost of this work shall be included in this item.

D MEASUREMENT

The SIGN PANEL, 24" x 30" bid item will be measured for payment by the each (EACH) unit of measure and based on the actual number of sign panels furnished, installed, and accepted by the City.

E BASIS OF PAYMENT

SIGN PANEL, 24" x 30", measured as provided above, will be paid for at the contract unit price each, which price shall be payment in full for furnishing and installing the sign and for all labor, tools, equipment, transportation, and incidentals necessary to complete this item of work. This shall also include the removal and delivery of existing City-owned parking signs at proposed sign panel locations.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.004	SIGN PANEL, 24" x 30",	EACH

Payment is full compensation for furnishing labor, equipment, coordination, and all materials and incidentals necessary to complete the work. This shall also include the removal and delivery of existing City-owned parking signs at proposed sign panel locations.

21. Electrical Vault, 13" x 24" x 18", Item SPV.0060.005

A DESCRIPTION

This section describes constructing and installing an electrical vault and vault lid.

B MATERIALS

The Contractor shall furnish an electrical vault and vault lid constructed of a polymer concrete material and gray in color. The vault shall be one piece measuring 13 inches by 24 inches and a minimum of 18 inches high.

The Contractor shall furnish a lid with minimum design load of 6,000 pounds. The vault lid shall have 2 slots measuring ½ inch by 2 inches to use to raise the lid. Each cover shall have the word "TRAFFIC" cast into its surface along the longest dimension. The words shall be permanently recessed into the surface.

The Contractor shall furnish manufactured gaskets, from the City's approved product list, between the lid and top of vault to resist water from entering the electrical vault. The Contractor shall furnish and install self-curing caulking to provide a permanent bond and made of flexible rubber that is not affected by sunlight, water, oils, mild acids, and alkali. The Contractor shall use mildew-resistant non-flammable, gray caulk.

C CONSTRUCTION

General

The Contractor shall provide a manufacturer-approved knockout and punch driver to provide openings in the electrical vault for conduit if not provided. Voids between conduit and vault shall not exceed ½ inch. The Contractor shall caulk the interior and exterior electrical vault. The Contractor shall cure caulking according to manufacturer's specifications before backfilling.

The Contractor shall secure vault lid to vault with two 3/8-inch 16 UNC stainless steel pentahead bolts and washers to lock the lid. The Contractor shall anchor any necessary support assemblies to the vault using stainless steel hardware.

D MEASUREMENT

The ELECTRICAL VAULT, 13" x 24" x 18" bid item will be measured for payment by the each (EACH) unit of measure and based on the actual number of electrical vaults furnished, installed, and accepted.

E BASIS OF PAYMENT

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.005	ELECTRICAL VAULT, 13" x 24" x 18"	EACH

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

22. Tandem Circuit Breaker, 120V, 15/20 Amp, Furnish Only, Item SPV.0060.006

A DESCRIPTION

The Contractor shall furnish a tandem single-pole circuit breaker for installation by the City.

B MATERIALS

The Contractor shall furnish a plug-in tandem style single-pole thermal-magnetic circuit breaker. Circuit breaker A of the unit shall have a current rating of 15 Amperes and circuit breaker B of the unit shall have a current rating of 20 Amperes. The unit shall have a voltage rating of 120/240 VAC. The tandem circuit breaker shall occupy a single space in an existing load center panel.

The circuit breaker shall provide a trip indicator providing visual indication that a circuit has been tripped.

C CONSTRUCTION

N/A

D MEASUREMENT

The TANDEM CIRCUIT BREAKER, 120V, 15/20 AMP, FURNISH ONLY bid item will be measured for payment by the actual number of circuit breakers furnished and accepted.

E BASIS OF PAYMENT

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.006	TANDEM CIRCUIT BREAKER, 120V, 15/20 AMP, FURNISH ONLY	EACH

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

23. Communication Equipment, Dynamic Guide Sign, Item SPV.0060.007

A DESCRIPTION

This item shall consist of furnishing, installing, and testing the communication equipment at locations as indicated on the Plans. This item shall include a wireless transceiver, terminal port server, and firewall/router as indicated in the Plans and any other peripheral communications equipment and materials.

The communication equipment will transmit parking availability information from a parking facility to a central location and transmit data to dynamic guide signs throughout the downtown area by using a service provider's wireless cellular data network.

B MATERIALS

The Contractor shall furnish all required tools, equipment, cables, materials, and consumable supplies, required to install and integrate the components of the communication equipment as outlined herein and as shown in the Plans.

All furnished equipment and component parts shall be new, and of the latest design and manufacture. They shall comply with all specifications at the time of installation. All parts shall be of high quality workmanship, and no part or attachment shall be substituted or applied contrary to the manufacturer's recommendations and standard practices.

The equipment shall be designed to protect personnel from exposure to high voltages and shall be UL certified.

The Contractor shall provide the following equipment items to be installed at locations as indicated on the Plans:

- Wireless cellular transceiver
- Terminal port server

Wireless Cellular Transceiver

The wireless transceiver shall provide full-duplex wireless data communications using wireless cellular technology. The wireless cellular transceiver shall be a MultiModem GSM/GPRS wireless modem or Engineer approved equal.

The complete wireless transceiver shall comply with the following requirements:

Electrical

Data ports:	One RJ-45 Ethernet Model: RJ-45, 10BaseT/100BaseTX, 802.3
Frequency band:	Dual band 850/1900 or 900/1800 GSM/GPRS
Input power:	5-32 VDC with less than 800 mA current draw
Power ports:	Screw terminal
RF Antenna:	50 ohm SMA (female connector)

Environmental & Mechanical

Operating temperature:	-20 to +55 °C
Relative humidity range:	20% to 95% (non-condensing)
Dimensions:	nominally 2.8" L x 7.0" W x 1.2" H

The wireless transceiver shall be configured using a Windows-based web browser.

The Contractor shall contact the City of Milwaukee Telecommunications Engineer (Michael Panlener, 414-286-3266) to have the wireless communication account (cellular) billing information and lines initiated through the City accounts. SIM cards will then be sent to the Contractor at an address and to a designated person. The Contractor shall contact the City of Milwaukee Telecommunications Engineer to have the quantity of wireless cellular transceivers furnished to an address and to a designated person.

Terminal Port Server

The Contractor shall furnish and install a terminal port server at the locations indicated in the Plans. The terminal port server shall be a multi-port serial-to-Ethernet server. The terminal port server shall have a minimum of four (4) DB-9 RS-232 ports and one (1) RJ-45 10/100 Base-T port. The Ethernet port shall be full duplex. The terminal port server shall be configurable through a built-in web browser.

The terminal port server shall operate within specifications over the temperature range of -20° C to 55° C. The terminal port server shall operate with relative humidity of 95%, non-condensing.

The terminal port server shall include a power supply compatible with 120 VAC. The power supply shall be compatible with the environment specified for the terminal port server.

The terminal port server shall be DIN rail or panel mounted.

The terminal port server shall be UL listed.

C CONSTRUCTION

General

The Contractor shall prepare and submit a shop drawing detailing the complete communications equipment installation. The shop drawings shall identify the installation and specifications of all components to be supplied, for approval of the Engineer.

The Contractor shall demonstrate a prototype assembly using the proposed components. This demonstration shall take place at a Contractor and Engineer approved location. These conformance tests shall be completed prior to the delivery of any completed assemblies to the project site. Any deviations from these specifications that are identified during this testing shall be corrected prior to shipment of the assembly to the project site.

Appropriate connectors shall be furnished and installed to interface the in-cabinet components. The Contractor shall mount the in-cabinet components in the equipment enclosure and connect them to the power source and communication feeds. All cables shall be dressed and secured to the equipment racks or rails using cable straps or other method approved by the Engineer.

Testing

The Contractor shall develop test procedures that document the proper operation and verify the functionality of the Communications Equipment. These test procedures shall include any set-up procedures recommended by the equipment manufacturer. A written test plan shall be prepared and submitted to the Engineer not less than 21 days prior to testing.

Documentation

One copy of all operations and maintenance manuals for each component shall be delivered for each assembly installed. In addition, full documentation for all software and associated protocols shall be supplied to the Department on a CD-ROM. The Department reserves the right to provide this documentation to other parties who may be contracted in order to provide overall integration or maintenance of this item.

Warranty

The Contractor shall warranty all materials and workmanship including labor for a period of one (1) year after the completion and acceptance of the installation, unless other warranty requirements prevail. The warranty period shall begin when the components for this item have been accepted by the client and documented as the final completion date in the construction status report. This warranty shall include repair or replacement of all failed components via a factory authorized depot repair service. All items sent to the depot for repair shall be returned within two weeks of the date of receipt at the facility. The depot location shall be in the United States. The provider of the warranty shall be responsible for all return shipping costs.

The depot maintainer designated for each component shall be authorized by the original manufacturer to supply this service. A warranty certificate shall be supplied for each component from the designated depot repair site indicating the start and end dates of the warranty. The certificate shall be supplied at the conclusion of the system acceptance test and shall be for a minimum of two years after that point. The certificate shall name the Department as the recipient of the service. The Department shall have the right to transfer this service to other private parties who may be contracted to perform overall maintenance of the facility.

D METHOD OF MEASUREMENT

The COMMUNICATION EQUIPMENT bid items will be measured for payment by the each (EACH) unit of measure and based on the actual number of communication equipment assemblies furnished, installed, tested, and accepted.

E BASIS OF PAYMENT

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.007	COMMUNICATION EQUIPMENT, DYNAMIC GUIDE SIGN	EACH

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

24. Remove and Replace Existing Form, Item SPV.0060.008

A DESCRIPTION

This work shall consist of excavation using pressurized water and a vacuum system. Specifically, the Contractor shall excavate in and around existing City foundations and forms as shown in the Plans to remove existing soil and gravel and expose existing City conduit and direct buried cable.

Work under this item shall also consist of furnishing and placing porous granular material for backfilling conduit and cable in trenches or around foundations/forms.

B MATERIALS

¾" road gravel wash stone with sand mix shall be used as back-fill.

The replaced asphalt form shall meet the requirements of Wisconsin Department of Transportation Standard Specifications Section 465: Asphaltic Surface. The thickness of the newly constructed asphalt form shall be four (4) inches or as directed by the Commissioner.

The replaced Portland cement concrete form shall meet the requirements of Wisconsin Department of Transportation Standard Specifications Section 501 Concrete. The thickness of the newly constructed concrete form shall be four (4) inches or as directed by the Commissioner.

C CONSTRUCTION

General

Surplus excavated material shall be disposed of by the Contractor in such a manner that public or private property will not be damaged or endangered.

Aside from the materials listed above, all other construction and demolition debris or waste shall be disposed of in a licensed landfill, recycled, reused, or otherwise disposed of as allowed by State or Federal solid waste disposal laws and regulations and solid waste determinations of the Wisconsin EPA.

D METHOD OF MEASUREMENT

Excavation of existing forms shall be measured each for payment by the each (EACH) unit of measure and based on the actual number of forms excavated and replaced and accepted by the City.

E BASIS OF PAYMENT

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.008	REMOVE AND REPLACE EXISTING FORM	EACH

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

25. Electric Cable in Conduit, 2/C No. 10, 1/C No. 10 GND, Item SPV.0090.001

A DESCRIPTION

This section describes furnishing and installing electrical wire and cable for underground installations.

B MATERIALS

The Contractor shall furnish type UF cable with ground including the number and size of conductors as shown on the Plans. The cable shall be rated at a minimum of 60°C wet or dry and shall be suitable for installation in wet and dry locations including direct burial in the earth, and shall be resistant to oils and chemicals. The cable shall be rated for 600 volts and be UL listed Type UF.

The UL listing mark, cable voltage, insulation type and ratings, as well as the cable size shall be clearly printed on the cable in a color contrasting with the insulation color. All electric cables shall be color coded. Neutral wires shall be color coded white. Single phase three wire runs of cable shall be color coded one black, one red, and one white. Single phase two wire runs shall be similarly color coded based on the applicable phase(s) and neutral. Insulated ground wires, where applicable, shall be green.

C CONSTRUCTION

General

Cable shall not be spliced underground in conduit. The Contractor shall not leave wire or cable ends uncovered or submerged in water. If the Commissioner observes this condition, the Commissioner may reject the entire length of cable or wire. The Contractor shall make all electrical connections and splices with approved pressure or compression type fittings.

The Contractor shall install conductors in continuous lengths without splices from termination to termination. The Contractor may splice only at hand-holes in the bases of the traffic signal standards or poles, electrical vaults, or in Commissioner-approved junction boxes.

All cables accessible in hand-holes, traffic signal controller cabinets, electrical vaults, or Commissioner-approved junction boxes, shall be clearly labeled to designate cable usage. Labels shall be computer-printed and shall be waterproof and non-smearing.

Installation

If installing electric cable in conjunction with traffic signals, the Contractor shall use type UF, 2 conductor with ground, solid or stranded copper conductor cable, sized as the Plans show, from the traffic signal control cabinet to the pertinent light pole base or bases or junction boxes as indicated in the Plans.

The Contractor shall strip the minimum length of jacket necessary to make terminations in a neat and technically proficient manner.

D MEASUREMENT

The City will measure the ELECTRIC CABLE IN CONDUIT by the linear foot (FOOT) unit of measure and based on conduit installed and accepted.

E BASIS OF PAYMENT

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.001	ELECTRIC CABLE IN CONDUIT, 2/C NO. 10, 1/C NO. 10 GND	FOOT

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

- 26. Concrete Foundation, Static Guide Sign, Item SPV.0060.010**
27. Concrete Foundation, Dynamic Guide Sign, Item SPV.0060.011

A DESCRIPTION

This work shall include all labor, materials, and equipment for installation of drilled shaft concrete foundations to support static and dynamic guide signs at locations as indicated in the Plans and as directed by the Commissioner. Work includes drilling of the foundation shaft, furnishing and installing any necessary hardware (entering conduits, reinforcement bars, anchor bolts, grounding, etc.), swabbing and clearing the electrical conduits, and furnishing and placing concrete foundations as shown on the Plans.

B MATERIALS

Concrete

Concrete shall meet the requirements of Wisconsin Department of Transportation Standard Specifications Section 501 Concrete.

Steel Reinforcement Bars

Reinforcement bars shall be ASTM A615 Grade 60.

Anchor Bolt Assemblies

Anchor bolts shall be fabricated from steel meeting the requirements of ASTM A400. Nuts shall be fabricated in accordance with ASTM A563. Washers shall be fabricated in accordance with ASTM F436. Anchor bolt diameter and length shall be as noted on the Plans. Anchor bolt assemblies shall include anchor bolts, nuts; lock washers, and flat washers. All hardware shall be hot-dipped galvanized in accordance with ASTM A153.

Grounding (Dynamic Guide Signs only)

Grounding electrode conductors shall be solid, soft drawn 1/C No. 6 copper and shall be installed according to NEC requirements.

Grounding electrodes shall be copper-clad steel solid circular cross section with a nominal diameter of $\frac{3}{4}$ in. and provide a minimum cumulative in-soil-contact length of 8 ft. Resistance to ground of all grounding electrodes shall be measured and recorded. Measurements shall be made with a ground tester during dry soil conditions as approved by the Commissioner. Resistance to ground shall not exceed 10 Ohms.

Conduit (Dynamic Guide Signs only)

Conduit shall be schedule 40 PVC electrical conduit of the quantity, size, and type as specified in the Plans and conforming to the specifications below.

The Contractor shall furnish electrical conduit with a UL label on each length delivered and used. While the NEC conduit classification for rigid nonmetallic (RNC) includes PVC, HDPE, and RTRC, under city specifications, RNC refers to PVC only.

The Contractor shall use PVC electrical conduit for rigid nonmetallic conduit conforming to UL 651.

C CONSTRUCTION

General

The foundation shall be 24 in. in diameter (18 in. at the surface), with a 9 ½ in. bolt circle and four identical anchor bolts. Top of foundation shall be set at an elevation of 3 in. above grade. Foundation shall be finished smooth and level to allow proper mounting of guide sign. The foundation shall be centered back from the face of curb in accordance with the Plans. Depth of foundation shall be as noted in the Plans. All concrete finishing work shall be accomplished by an experienced concrete finisher with a minimum of five (5) years experience and shall be approved by the Commissioner prior to commencement of concrete operations. The cost of furnishing and installing all concrete and steel reinforcement bars for the foundation shall be included in this item.

The hole for the foundation shall be made by the Contractor who is responsible for all excavation by any means necessary, i.e., auger truck, hydro-vac truck, backhoe, hand dig. If soil conditions require the use of a liner to form the hole, the liner shall be withdrawn as the concrete is deposited. The top of the foundation shall be constructed level. A liner or form shall be used to produce a uniform smooth side to the top of the foundation. Foundation top shall be chamfered ¾ in.

The steel reinforcement, raceways (dynamic guide signs only), and anchor bolts shall be secured and properly positioned in the augered hole so after pouring concrete the components shall retain their proper positions. Reinforcement bars shall maintain 3 in. cover from the top, bottom, and all sides of the concrete foundation as shown in the Plans.

For dynamic guide signs, grounding electrodes shall be installed as shown on the Plans.

Sawcutting

In locations where the existing sidewalk slab on grade is to remain in place, the Contractor shall sawcut a perpendicular clean joint in the sidewalk around the installation area of the concrete foundation. The sidewalk in the installation area shall then be removed to facilitate installation of the concrete foundation and that portion which is to remain in place. If the existing sidewalk is removed or damaged outside of this area, the Contractor shall repair that portion at no additional expense to the satisfaction of the Commissioner.

Sidewalk Removal

The limits of the sidewalk removal for each guide sign foundation shall be approved by the Commissioner prior to beginning removal. The removal limits shall extend to the nearest existing joints as directed by the Commissioner. If the existing sidewalk is removed or damaged outside the designated limits, the Contractor shall repair that portion at no additional expense to the satisfaction of the Commissioner. Sidewalk removal associated with concrete foundations shall be paid for as part of a separate pay item.

Sidewalk

Sidewalk replacement around new foundation shall be installed, measured, and paid for as part of a separate pay item.

Anchor Bolts

Anchor bolts shall be set in accordance with dimensions shown in the Plans so that when a guide sign is mounted on the foundation, the sign shall be properly oriented as indicated in the Plans. The anchor bolts shall be set by means of a metal template which shall be submitted for

approval before any foundation work is begun. The template shall hold the bolts plumb, and in proper position during the pour, and shall serve as a form for the top of the foundation. The cost of furnishing and installing anchor bolt assemblies and template shall be included in this item.

Conduits (Dynamic Guide Signs only)

Foundation conduits shall be large radius, prefabricated elbows of a quantity, size, and type as specified in the Plans. The elbow ends above ground shall extend to an elevation as specified in the Plans, shall be centered within the foundation, and shall be fitted with approved conduit bushings prior to the installation of cables. The cost of furnishing and installing conduit stub-ups complete with bushings shall be included in this item.

Grounding (Dynamic Guide Signs only)

The ground rod shall be installed so the acute angle between the rod and the vertical line is not greater than 45 degrees, or as directed by the Commissioner.

If subsurface conditions prohibit the installation of the ground rod to the required length, several ground rods providing a minimum cumulative in-soil-contact length of 8 ft. shall be bonded together into an array by a No. 6 AWG bare copper wire located 18 in. below finished grade, or the ground rod shall be buried in a trench at a minimum depth of 2 ½ ft.

D METHOD OF MEASUREMENT

CONCRETE FOUNDATIONS shall be measured for payment by the each (EACH) unit of measure and based on the actual number of CONCRETE FOUNDATIONS installed, as indicated in the Plans and as directed by the Commissioner.

E BASIS OF PAYMENT

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.010	CONCRETE FOUNDATION, STATIC GUIDE SIGN	EACH
SPV.0060.011	CONCRETE FOUNDATION, DYNAMIC GUIDE SIGN	EACH

Payment is full compensation for furnishing labor, equipment, coordination, and all materials and incidentals necessary to complete the work, included but not limited to; drilling of the foundation shaft, furnishing and placing concrete foundations within the limits of the foundation, furnishing and installing any necessary hardware (entering conduits, reinforcement bars, anchor bolts, grounding, etc.), swabbing and clearing the electrical conduits, and any necessary topsoil, seeding, and mulching of the disturbed areas as well as all associated labor is to be included in this price.

28. ScanNet XML Script License, Item SPV.0060.012

A DESCRIPTION

This item shall include all labor, materials, licensing, and equipment for installation and configuration of the SFTP LotXML program at parking facility locations as indicated in the Plans and as directed by the Commissioner. Work includes coordination with a qualified subcontractor to install and configure the SFTP LotXML program as shown on the Plans.

B MATERIALS

LotXML Counts Program by MN Technologies

C CONSTRUCTION

LotXML is a program developed to allow for the quick and easy retrieval of count information from the Scan Net software system. The count information is extracted in real time, formatted and outputted into an XML file that can be readily used by web developers or anyone in need of real time accurate count information. The program provides SFTP support. The program will require you to input your FTP server address for where you would like the file to be sent along with the appropriate credentials for the account. An interval will be selected (i.e. 1/5/10/30 minutes) for the XML file update to the remote location.

D METHOD OF MEASUREMENT

SCANNET XML SCRIPT LICENSE shall be measured for payment by the each (EACH) unit of measure and based on the actual number of SCANNET XML SCRIPT LICENSE installed and configured by qualified subcontractor, as indicated in the Plans and as directed by the Commissioner.

E BASIS OF PAYMENT

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.012	SCANNET XML SCRIPT LICENSE	EACH

Payment is full compensation for furnishing labor, equipment, coordination, and all materials and incidentals necessary to complete the work, included but not limited to; coordination with qualified subcontractor to install and configure the SFTP LotXML program as well as all associated labor is to be included in this price.

29. Installing Conduit Into Existing Manhole, Item SPV.0060.13.

A DESCRIPTION

This special provision describes locating existing conduit system manholes and installing new conduit into those 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

Conduit, as provided and paid for under other items in this contract. All materials shall conform to the pertinent provisions of the standard specifications unless otherwise noted.

C CONSTRUCTION

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

Drill the appropriate sized hole for the entering 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, or remove existing abandoned conduit from the structure to allow for the installation of the new conduits as indicated on the plans.

Fill any void area between the drilled hole and conduit with an engineer-approved filling material to protect against conduit movement and entry of fill material into the structure.

Carefully tamp backfill into place. All disturbed areas shall be repaired and restored in kind.

D MEASUREMENT

The department will measure Installing Conduit Into Existing Item 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.

E PAYMENT

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

<u>Item Number</u>	<u>Description</u>	<u>Unit</u>
SPV.0060.13	Installing Conduit Into Existing Manhole	Each

Payment is full compensation for drilling holes; removing abandoned conduit; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for disposal of surplus materials; for making inspections; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

To ensure DPW is in compliance with any federal procurement requirements regarding suspension and debarment, CONTRACTOR must sign this "Suspension/Debarment Certification Form".

Please complete and sign below and return this form to:

Department of Public Works Contract Office
Room 506, Municipal Building
841 North Broadway
Milwaukee, WI 53202

Submittal required prior to start of work on this project.

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

The CONTRACTOR certifies that all potential sub-recipients, contractors, and any and all of their principals are not debarred, suspended or proposed for debarment for federal assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that throughout the term of its federally-funded contracts with the City of Milwaukee, the CONTRACTOR will not enter into any transactions with any sub-recipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment.

Signature/Authorized Official

Date

Printed Name

 C
Contract Number

Title

Name of Company

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

- a. The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. The department's DBE goal is shown on the cover of the bidding proposal. The contractor can meet the specified contract DBE goal by procuring services or materials from a DBE or by subcontracting work to a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
- b. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
 - i. Produce accurate and complete quotes.
 - ii. Understand highway plans applicable to their work.
 - iii. Understand specifications and contract requirements applicable to their work.
 - iv. Understand contracting reporting requirements.
- c. The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- d. For information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:

Use the following link prior to June 19, 2015:

<http://www.dot.wisconsin.gov/business/engrserv/dbe-main.htm>

Use the following link beginning June 19, 2015:

<http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

2. Definitions

- a. Interpret these terms, used throughout this additional special provision, as follows:
 - i. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
 - ii. **DBE:** A disadvantaged business enterprise (DBE) certified as a DBE by the department and included on the department's list of certified DBE's who are determined to be ready, willing and able.
 - iii. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
 - iv. **Discretionary Goal:** A contractor assigned DBE goal, typically abbreviated as "Disc" on the cover of the Highway Work Proposal, which is enforced as committed.
 - v. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
 - vi. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
 - vii. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal, including projects with discretionary goals. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

4. Department's DBE Evaluation Process

a. Documentation Submittal

Within 10 business days after the notification of contract award, the contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506] and all necessary attachment A forms, as well as, Good Faith Waiver Form [DT1202] and supporting documentation as necessary. If the contractor fails to furnish the required forms within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

i. Bidder Meets DBE Goal

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage achieved. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

ii. Bidder Does Not Meet DBE Goal

- (1) If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Waiver Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith waiver request.
- (2) The department will review the bidder's good faith waiver request and notify the bidder of one of the following:
 - a. If the department grants a good faith waiver, the bid is eligible for contract execution with respect to DBE commitment.
 - b. If the department rejects the good faith waiver request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith waiver request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

5. Department's Criteria for Good Faith Effort

The Code of Federal Regulations (CFR), 49 CFR Part 26-Appendix A, is the guiding regulation concerning good faith efforts. However, the federal regulations do not define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own process when making a determination of good faith.

- a. The department will only grant a good faith waiver if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith waiver will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.
- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
 - i. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
 - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. See *attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A*. Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
 - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
 - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main> Other acceptable means include postal mail, email, fax, phone call.
 - a. Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
 - (3) Second solicitation should take place within 5 days
 - a. An email solicitation is highly recommended for this second solicitation
 - (4) Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
 - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
 - (6) Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call.
 - c. Fax/letter confirmation
 - d. Copy of the DBE quotes

- e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- d. Evaluate DBE quotes as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
 - i. Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.
 - ii. In striving to meet a DBE conscious contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
 - iii. **Special Circumstance: Evaluation of DBE quotes with tied bid items.** "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
 - (1) Compare bid items common to both quotes, noting the reasonableness in the price comparison.
 - (2) Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- e. After notification of contract award, submit '**Commitment to Subcontract**' form within the time period specified in the contract.
 - i. Provide the following information along with department form DT1202:
 - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact. A printed copy of SBN solicitation is acceptable.
 - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
 - (3) Photocopies or electronic copies of all written solicitations to DBE's.
 - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
 - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.
- f. The department's DBE Support Services Office is available by phone, email or in writing to request assistance in meeting the DBE goal:

DBE Support Services Office
6150 Fond du Lac Ave.
Milwaukee, WI 53218
Phone: 414-438-4583 / 608-266-6961
Fax: 414-438-5392

E-mail: DOTDBESupportServices@dot.wi.gov

6. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.
- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

7. Department's Criteria for DBE Participation

Department's DBE List

- a. The department maintains a DBE list on the department's website

Use the following link prior to June 19, 2015:

<http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>

Use the following link beginning June 19, 2015:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/ucp-directory.xlsx>

- b. The DBE office is also available to assist at 414-438-4583 or 608-266-6961.

8. Counting DBE Participation

Assessing DBE Work

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.

- f. It is the prime contractor's responsibility to determine the DBE's ability to perform the work with the use of the UCP directory.

9. Commercially Useful Function

- a. The department counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- b. A DBE is performing a commercially useful function if the following conditions are met:
- c. For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
- d. For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

10. Trucking

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website

Use the following link prior to June 19, 2015:

<http://www.dot.wisconsin.gov/business/engrserv/docs/dbe-trucking-notice.pdf>

Use the following link beginning June 19, 2015:

<http://wisconsin.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf>

11. Manufacturers and Suppliers

The department counts material and supplies a DBE provides under the contract. The department will give full credit toward the DBE goal if the DBE is a manufacturer of those materials or supplies. The department will give 60 percent credit toward the DBE goal if the DBE is merely a supplier of those materials or supplies. It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

12. DBE Prime

If the prime contractor is a DBE, the department will only count the work the contractor performs with its own forces, the work DBE subcontractors perform, and the work DBE suppliers or manufacturers perform.

13. Joint Venture

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces.

14. Mentor Protégé

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will credit the portion of the work performed by the DBE protégé firm
- b. On every other project that the mentor protégé team identifies itself on.
- c. For no more than one half of the total contracted DBE goal on any WisDOT project.

15. DBE Replacement

In the event a Prime Contractor needs to replace a DBE firm originally listed on the approved DBE Commitment Form DT1506, the Prime Contractor must comply with the department's DBE Replacement Policy located on the DBE page on the following web site:

Use the following link prior to June 19, 2015:

<http://www.dot.wi.gov/business/dbe/docs/policyreplacingdbe.pdf>

Use the following link beginning June 19, 2015:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf>

16. Changes to the approved DBE Commitment Form DT1506

If there are any changes to the approved Commitment to Subcontract to DBE Form DT1506, the prime contractor must submit a revised DBE Commitment Form DT1506 and relevant attachment A(s) to the DBE Programs Office within 5 business days.

17. Contract Modifications

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors that were committed to equal work items, in the original contract.

18. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

APPENDIX A
Sample Contractor Solicitation Letter Page 1
This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

TO: DBE FIRMS
FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR
SUBJECT: REQUEST FOR DBE QUOTES
LET DATE & TIME
DATE: MONTH DAY YEAR
CC: DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation [Month- date -year] Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by [time deadline] the prior to the letting date. ***Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.*** We prefer quotes be sent via SBN but [prime's alternative's] are acceptable. Our office hours are [include hours and days]. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at [contact number].

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,
Phone: (000) 123-4567
Email: Joe@joetheplumber.com
Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2
This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____
Letting Date: _____
Project ID: _____

Please check all that apply

- Yes, we will be quoting on the projects and items listed below
- No, we are not interested in quoting on the letting or its items referenced below
- Please take our name off your monthly DBE contact list
- We have questions about quoting this letting. Please have some one contact me at this number

Prime Contractor's Contact Person

Phone: _____
Fax: _____
Email: _____

DBE Contractor Contact Person

Phone _____
Fax _____
Email _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

Clear and Grub	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternative's are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

**APPENDIX B
BEST PRACTICES FOR PRIME CONTRACTOR & DBE
SUBCONTRACTOR GOOD FAITH EFFORT**

This list is not a set of requirements; it is a list of potential strategies

Primes

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance
- Participate in speed networking and mosaic exercises as arranged by DBE office
- Host information sessions not directly associated with a bid letting;
- Participate in a formal mentor protégé or joint venture with a DBE firm
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings
- Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you
- Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

DBE

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs
- Participate on advisory and mega-project committees
- Sign up to receive the DBE Contracting Update
- Consider membership in relevant industry or contractor organizations
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities;
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal;
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

APPENDIX D
Good Faith Effort Evaluation Guidance
Excerpt from Appendix A of 49 CFR Part 26

APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- D.
 - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
 - E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Appendix E

Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
 - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
 - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
 - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
 - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request
 - d. Add attachments to sub-quotes
3. View sub-quote requests & responses:
 - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
 - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing
4. View Record of Subcontractor Outreach Effort:
 - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a "Good Faith" effort in reaching out to the DBE community.
 - b. Easily locate pre-qualified and certified small and disadvantaged businesses
 - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively
 - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency)

The Small Business Network is a part of the Bid Express[®] service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes
 - c. Add attachments to a sub-quote
3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on an per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder
 - c. Add attachments to a sub-quote
 - d. Add unsolicited work items to sub-quotes that you are responding to
5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses
6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.
 - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588

COMMITMENT TO SUBCONTRACT TO DBE NON-TRADITIONAL PROJECTS

Wisconsin Department of Transportation

DT1880 4/2010 s.84.06(2) Wis. Stats.

Project(s): _____

Prime Contractor: _____
County: _____

Letting Date: _____

This contract requires that a specified percentage of the work be subcontracted to a disadvantaged business enterprise and that this information be submitted within 10 business days after the notification of contract award. Completion of the following information indicates your intent in the fulfillment of these contract requirements.

Total \$ Value of: _____

Prime Contract: _____

DBE Contract Goal: _____ %

This form must be completed and returned for THIS contract. See reverse side for instructions.

A	V	NAME OF DBE SUBCONTRACTOR	TYPE OF WORK	SUBCONTRACT \$ VALUE	Government Use Only Adjusted Amounts
SUBTOTAL DBE \$ VALUE				A (\$)	TOTAL %
				V (\$)	TOTAL %

A	V	NAME OF DBE SUPPLIER AND/OR MANUFACTURER (see #3 on Instructions)	TYPE OF MATERIAL	SUBCONTRACT \$ VALUE	Government Use Only Adjusted Amounts
SUBTOTAL DBE \$ VALUE				A (\$)	TOTAL %
				V (\$)	TOTAL %

A	V	NAME OF DBE TRUCKING FIRM	MATERIAL HAULED	EST. # OF TON/C.Y.	EST. # OF TRUCKS REQ'D	\$ VALUE	Government Use Only Adjusted Amounts
					O= L=		
					O= L=		
					O= L=		
					O= L=		
					O= L=		
SUBTOTAL DBE \$ VALUE			A (\$)	TOTAL %			
			V (\$)	TOTAL %			
GRAND TOTAL DBE \$ VALUE			A (\$)	TOTAL %			
			V (\$)	TOTAL %			
			T =	TOTAL %			

I certify that arrangements have been made for the foregoing work with the listed DBE Contractors. I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State (Trans 504) and Federal laws.

O = Owned Trucks Used on Project L = Leased Trucks Used on Project	Government Use Only Approved Amounts		X	(Authorized Agent)
	A = \$	%		(Date)
A = Assigned (DBE Conscious) V = Voluntary (DBE Neutral)	V = \$	%	Mail to: Wisconsin Department of Transportation DBE Programs Office, Rm. 451 PO Box 7965 Madison, WI 53707-7965	
	Total = \$	%		
Signature: _____				
Date: _____				
Good faith waiver granted: Yes <input type="checkbox"/> No <input type="checkbox"/>				

Proposal Number _____

Instructions For Completing Commitment To Subcontract To DBE Form:

- 1 In accordance with the DBE Regulations (49 CFR part 26), WisDOT is tracking Assigned Goals for DBE's (DBE Conscious) and Voluntary Usage of DBE Firms (DBE Neutral). DBE participation reported on this form will be used to periodically adjust (DBE Conscious and DBE Neutral) components of WisDOT's overall annual DBE goal.
- 2 For each DBE firm listed on this form, place an "x" in the appropriate column to indicate whether it will be used to meet the Assigned Goal (A) and/or whether it is used on a Voluntary basis (V). Any achievement above assigned goals should be reported as a voluntary achievement. If you indicate that a firm will be used to meet both assigned and voluntary goals, indicate the dollar amount attributable to assigned goals and the amount attributable to the voluntary goal. Our objective is to capture all DBE achievement you generate. The following is an example:
 - a. The total contract amount is \$100,000 and the DBE goal is 10% or \$10,000 in DBE participation
 - b. If \$10,000 is the subcontract dollar value to ADBE Landscaping Co. then \$10,000 would be Assigned (DBE Conscious) and you would place an "x" in the "A" column
 - c. If \$15,000 is the subcontract dollar value to ADBE Landscaping Co. then \$10,000 would be Assigned (DBE Conscious) and you would place an "x" in the "A" column and ADBE Landscaping Co. would be listed **on the next line** for \$5,000 which would be Voluntary (DBE Neutral) and an "x" would be placed in the "V" column
- 3 The department will give full credit toward the DBE goal if the DBE is a manufacturer of their materials or supplies. The department will give 60 percent credit or brokerage fee set by industry's standard toward the DBE goal if the DBE is merely a supplier of these materials or supplies. It is the Prime Contractor's responsibility to use the Bidder's List or UCP Directory to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form. WisDOT will apply the appropriate credit when approving the form.
- 4 After completing the form, if it does not indicate that the DBE goal has been met or exceeded, please complete and supply the necessary documentation on the Certificate of Good Faith Efforts form (DT1202 6/2007.)

Instructions For Completing Attachment A Form:

- 5 Section 26.53 (49 CFR part 26) requires written confirmation of participation from each DBE firm to be used on the contract. Please submit one copy of a completed Attachment A, Confirmation of Participation form, for each DBE firm to be used on this contract. Each form must be signed by the Prime Contractor, the hiring contractor (if applicable) and the DBE Firm specified on the form.
- 6 DBE crediting for the trucking industry is achieved in the following manner:
 - a. A minimum of one truck owned by the DBE must be used on the contract.
 - b. Full DBE credit is given for owned trucks and trucks leased from another DBE.
 - c. For one truck owned by the DBE firm, they can receive DBE credit for a truck leased from a non-DBE firm (one DBE truck owned = one non-DBE truck leased).
 - d. Trucks leased from non-DBE firms above the one-for-one ratio described in letter c, will be given DBE credit only for the brokerage fee charged by the DBE.
 - e. All trucks used for credit must be listed and approved on the DBE firm's Schedule of Owned/Leased Vehicles for DBE Credit and/or a WisDOT approved trucking utilization plan.

It is the Prime Contractor's and the DBE firm's responsibility to ensure that utilization of trucks and the DBE credit earned is in accordance with the above and will yield the subcontract dollar value listed on the Commitment to Subcontract to DBE form.

If you have questions about filling out these forms, please contact the Civil Rights and Compliance Office at (608) 266-6961.

**COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A**

CONFIRMATION OF PARTICIPATION

Project I.D.:	Proposal Number:
Letting Date:	Total \$ Value of Prime Contract:

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:

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 and material hauled as listed below.	Participating DBE Firm Representative's Signature
	Participating DBE Firm Representative's Name (Print Name)
	Participating DBE Firm (Print Company Name)
	Date

# Owned Trucks	# Leased Trucks	# Estimated Tons/C.Y.	Material(s) Hauled

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Release of Routine Retainage

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

ADDITIONAL SPECIAL PROVISION 6

ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

450.3.2.1 General

Replace the entire text with the following effective with the January 2015 letting:

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 36 F for upper layers or 32 F for lower layers unless the engineer allows in writing. The contractor should place HMA pavement for projects on or north of STH 29 between May 1 and October 15 inclusive and for projects south of STH 29 between April 15 and November 1 inclusive. Notify the engineer at least one business day before paving.
 - (2) Unless the contract specifies otherwise, conform to the following:
 - Keep the road open to all traffic during construction.
 - Prepare the existing foundation for treatment as specified in 211.
 - Incorporate loose roadbed aggregate as a part of preparing the foundation, in shoulder construction, or dispose of as the engineer approves.
 - (3) Place asphaltic mixture only on a prepared, firm, and compacted base, foundation layer, or existing pavement substantially surface-dry and free of loose and foreign material. Do not place over frozen subgrade or base, or where the roadbed is unstable.
-

450.5 Payment

Replace the entire text with the following effective with the May 2015 letting:

- (1) All costs of furnishing, maintaining, and operating the truck scale or other weighing equipment and furnishing the weigh tickets are incidental to the contract.
 - (2) Nonconforming material allowed to remain in place is subject to price adjustment under 105.3.2.
 - (3) Full-depth sawing to remove integrally placed safety edge where not required is incidental to the contract.
 - (4) The contractor is responsible for the quality of HMA pavement placed in cold weather. If because of an excusable compensable delay under 108.10.3, the engineer directs the contractor to pave when the temperature is less than 36 F for the upper layer or less than 32 F for lower layers, the department:
 - Will relieve the contractor of responsibility for damage and defects the engineer attributes to cold weather paving.
 - Will not assess disincentives for density or ride.
-

455.3.2.1 General

Replace the paragraphs one and two with the following effective with the January 2015 letting:

- (1) Apply tack coat only when the air temperature is 32 F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is dry and reasonably free of loose dirt, dust, or other foreign matter. Do not apply if weather or surface conditions are unfavorable or before impending rains.
- (2) Use tack material of the type and grade the contract specifies. The contractor may, with the engineer's approval, dilute tack material as allowed under 455.2.4. Provide calculations using the asphalt content as-received from the supplier and subsequent contractor dilutions to show that as-placed material has 50 percent or more residual asphalt content. Apply at 0.050 to 0.070 gallons per square yard, after dilution, unless the contract designates otherwise. The engineer may adjust the application rate based on surface conditions. Limit application each day to the area the contractor expects to pave during that day.

460.2.2.3 Aggregate Gradation Master Range

Replace paragraph one with the following effective with the December 2014 letting:

- (1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

SIEVE	PERCENTS PASSING DESIGNATED SIEVES						
	NOMINAL SIZE						
	37.5 mm	25.0 mm	19.0 mm	12.5 mm	9.5 mm	SMA 12.5 mm	SMA 9.5 mm
50.0-mm	100						
37.5-mm	90 -100	100					
25.0-mm	90 max	90 -100	100				
19.0-mm	---	90 max	90 -100	100		100	
12.5-mm	---	---	90 max	90 -100	100	90 - 97	100
9.5-mm	---	---	---	90 max	90 -100	58 - 72	90 - 100
4.75-mm	---	---	---	---	90 max	25 - 35	35 - 45
2.36-mm	15 - 41	19 - 45	23 - 49	28 - 58	20 - 65	15 - 25	18 - 28
75-µm	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	8.0 - 12.0	10.0 - 14.0
% MINIMUM VMA	11.0	12.0	13.0	14.0 ^[1]	15.0 ^[2]	16.0	17.0

^[1] 14.5 for E-0.3 and E-3 mixes.

^[2] 15.5 for E-0.3 and E-3 mixes.

460.3.4 Cold Weather Paving

Add a new subsection as follows effective with the May 2015 letting:

460.3.4 Cold Weather Paving

460.3.4.1 Cold Weather Paving Plan

- (1) Submit a written cold weather paving plan to the engineer at the preconstruction meeting. In that plan outline material, operational, and equipment changes for paving when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F. Include the following:
 - Use a department-accepted HMA mix design that incorporates a warm mix additive from the department's approved products list. Do not use a foaming process that introduces water into the mix.
 - Use additional rollers.

- (2) Engineer written acceptance is required for the cold weather paving plan. Engineer acceptance of the plan does not relieve the contractor of responsibility for pavement performance except as specified in 450.5(4).

460.3.4.2 Cold Weather Paving Operations

- (1) Do not place asphaltic mixture when the air temperature approximately 3 feet above grade, in shade, and away from artificial heat sources is less than 40 F unless a valid engineer-accepted cold weather paving plan is in effect.
- (2) If the national weather service forecast for the construction area predicts ambient air temperature less than 40 F at the projected time of paving within the next 24 hours, confirm or submit revisions to a previously engineer-accepted cold weather paving plan for engineer validation. Upon validation of the plan, the engineer will allow paving for the next day. Once in effect, pave conforming to the engineer-accepted cold weather paving plan for the balance of that work day or shift regardless of the temperature at the time of paving.

460.4 Measurement

Add paragraph two as follows effective with the January 2015 letting:

- (2) The department will measure HMA Cold Weather Paving by the ton of HMA mixture for pavement placed conforming to an engineer-accepted cold weather paving plan.

460.5.1 General

Revise paragraph one as follows effective with the January 2015 letting:

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
460.1100	HMA Pavement Type E-0.3	TON
460.1101	HMA Pavement Type E-1	TON
460.1103	HMA Pavement Type E-3	TON
460.1110	HMA Pavement Type E-10	TON
460.1130	HMA Pavement Type E-30	TON
460.1132	HMA Pavement Type E-30X	TON
460.1700	HMA Pavement Type SMA	TON
460.2000	Incentive Density HMA Pavement	TON
460.4000	HMA Cold Weather Paving	DOL TON

460.5.2.2 Disincentive for HMA Pavement Density

Revise paragraph two as follows effective with the January 2015 letting:

- (2) The department will not assess density disincentives for pavement placed in cold weather because of a department-caused delay as specified in 450.5(4).

460.5.2.4 Cold Weather Paving

Add a new subsection as follows effective with the May 2015 letting:

460.5.2.4 Cold Weather Paving

- (1) Payment for HMA Cold Weather Paving is full compensation for additional materials and equipment specified for cold weather paving under 460.3.4 including costs for preparing, administering, and following the contractor's cold weather paving plan. The department will not pay for HMA Cold Weather Paving for HMA placed on days when the department is assessing liquidated damages.
- (2) If HMA pavement is placed under 460.3.4 and the HMA Cold Weather Paving bid item is not in the contract, the department will pay for the additional costs specified in 460.5.2.4(1) as extra work. The department will pay separately for HMA pavement under the appropriate HMA Pavement bid items.

465.2 Materials

Replace paragraph two with the following effective with the December 2014 letting:

- (2) Under the other 465 bid items, the contractor need not submit a mix design. Furnish aggregates mixed with a type AC asphaltic material, except under the Asphaltic Curb bid item furnish PG58-28 asphaltic material. Use coarse and fine mineral aggregates uniformly coated and mixed with the asphaltic material in an engineer-approved mixing plant. The contractor may include reclaimed asphaltic pavement materials in the mixture.

506.3.2 Shop Drawings

Replace the entire text with the following effective with the May 2015 letting:

- (1) Ensure that shop drawings conform to the contract plans and provide additional details, dimensions, computations, and other information necessary for completely fabricating and erecting the work. Include project and structure numbers on each shop drawing sheet.
- (2) Check shop drawings and submit electronically to the department for review before beginning fabrication. For primary fabrication items, also certify that shop drawings conform to quality control standards by submitting department form DT2333. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings.
- (3) Shop drawings are part of the contract. The department must approve differences between shop drawings and contract plans. The contractor bears the costs of department-approved substitutions. Do not deviate from or revise drawings without notifying the department and resubmitting revised drawings.
- (4) Ensure that the fabricator delivers 3 sets of shop drawings for railroad structures to the railroad company upon contract completion.

Bid Items Added

Add the following new bid item effective with the January 2015 letting:

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
460.4000	HMA Cold Weather Paving	TON

Errata

Make the following corrections to the standard specifications:

501.3.2.4.4 Water Reducer

Correct errata by deleting the reference to footnote 6 for grade D concrete.

- (1) Add a water reducing admixture conforming to 501.2.3. Determine the specific type and rate of use based on the atmospheric conditions, the desired properties of the finished concrete and the manufacturer's recommended rate of use. The actual rate of use shall at least equal the manufacturer's recommended rate, and both the type and rate used require the engineer's approval before use.

506.5 Payment

Correct errata by changing the reference to 506.3.22.

- (9) The department will limit costs for inspections conducted under 506.3.22 to \$0.05 per pound of material and deduct costs in excess of that amount from payment due the contractor. The department will determine costs for in-house inspections based on hourly rates for department staff plus overhead and use invoiced costs for contracted-out inspections. The department will administer deductions for the contractor's share of the total inspection cost under the Excess Costs For Fabrication Shop Inspection administrative item.

Effective with September 2004 Letting

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

IV. WAGE RATE REDISTRIBUTION

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

V. ADDITIONAL CLASSIFICATIONS

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full Journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**Wisconsin Department of Transportation Non-Traditional
Transportation Project Implementation
CONTRACT MODIFICATION PRIOR APPROVAL JUSTIFICATION**

CONTRACT ID:	CONTRACT MODIFICATION NO:
PROJECT ID:	FEDERAL ID:
PROJECT DESCRIPTION:	COUNTY:
MANAGING OFFICE:	SPONSOR:

1. Description & need for change:
2. Consequences if this Contract Modification is not approved:
3. Alternatives considered:
4. Estimated cost:
5. Justification of price:
6. Does this change affect the contract time? <input type="checkbox"/> Yes <input type="checkbox"/> No Explanation for consideration of time: Additional Number of days: _____ New completion date: _____ To be determined: _____
7. Does this require Exceptions to the Standards? <input type="checkbox"/> Yes <input type="checkbox"/> No Explanation for consideration to the standards:

Prepared By _____
Project Sponsor Representative Date _____

Recommended _____
Local Program Construction Management Consultant Date _____

Approved _____
WisDOT Local Program Project Manager Date _____



**NON-TRADITIONAL TRANSPORTATION
PROJECT IMPLEMENTATION PROGRAM
CONTRACT MODIFICATION
WISCONSIN DEPARTMENT OF TRANSPORTATION**

Date:

Project ID:
Project Description:
Region:

**Contract
Modification #**

Sponsor:
Contractor:
Region Representative:

Description of Changes:

Bid Item Increases/Decreases:

Item Number	Unit	Original Quantity	Revised Quantity	Unit Price	Total Cost Increase/Decrease	Participating Yes/No
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
Subtotal					\$0.00	

New Items:

Item Number	Unit	Original Quantity	Revised Quantity	Unit Price	Total Cost Increase/Decrease	Participating Yes/No
					\$0.00	
					\$0.00	
					\$0.00	
					\$0.00	
Subtotal					0.00	

Total Contract Increase/Decrease 0.00

Original Contract Amount:	_____ \$0.00
Let amount from Bid Letting	
Revised Contract Amount	_____ \$0.00
Total Non-Participating Cost	_____ \$0.00

Non-Participating Costs are funded by the Sponsor and are not eligible for reimbursement.

Total Participating Cost \$0.00

(Subtract Non-Participating Cost from Revised Cost)

Participating Costs are costs eligible for State or Federal cost sharing and approved for inclusion in this project.

Multiply by Maximum Participating Percentage 80%

(See Project Agreement; usually 80%)

Revised Participating Cost \$0.00

Maximum Participating Cost \$0.00

(See Project Agreement)

Recommended By:		Accepted By:
Signature of Engineer		Signature of Contractor
Approved By:		Approved By:
Signature of Sponsor		Signature of Region

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 01/07/2015
Last Amended On: 01/29/2015

DETERMINATION NUMBER: 201500024

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2015. If NOT, You MUST Reapply.

PROJECT NAME: ALL PUBLIC WORKS PROJECTS UNDER SEC. 66.0903, STATS-CITY OF MILWAUKEE

PROJECT LOCATION: MILWAUKEE CITY, MILWAUKEE COUNTY, WI

CONTRACTING AGENCY: CITY OF MILWAUKEE-DEPT OF PUBLIC WORKS

CLASSIFICATION:	Contractors are responsible for correctly classifying their workers. Either call the Department of Workforce Development (DWD) with trade or classification questions or consult DWD's Dictionary of Occupational Classifications & Work Descriptions on the DWD website at: dwd.wisconsin.gov/er/prevailing_wage_rate/Dictionary/dictionary_main.htm .
OVERTIME:	Time and one-half must be paid for all hours worked: <ul style="list-style-type: none">- over 10 hours per day on prevailing wage projects- over 40 hours per calendar week- Saturday and Sunday- on all of the following holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25;- The day before if January 1, July 4 or December 25 falls on a Saturday;- The day following if January 1, July 4 or December 25 falls on a Sunday. Apply the time and one-half overtime calculation to whichever is higher between the Hourly Basic Rate listed on this project determination or the employee's regular hourly rate of pay. Add any applicable Premium or DOT Premium to the Hourly Basic Rate before calculating overtime. A DOT Premium (discussed below) may supersede this time and one-half requirement.
FUTURE INCREASE:	When a specific trade or occupation requires a future increase, you MUST add the full hourly increase to the "TOTAL" on the effective date(s) indicated for the specific trade or occupation.
PREMIUM PAY:	If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.
DOT PREMIUM:	This premium only applies to highway and bridge projects owned by the Wisconsin Department of Transportation and to the project type heading "Airport Pavement or State Highway Construction." DO NOT apply the premium calculation under any other project type on this determination.
APPRENTICES:	Pay apprentices a percentage of the applicable journey person's hourly basic rate of pay and hourly fringe benefit contributions specified in this determination. Obtain the appropriate percentage from each apprentice's contract or indenture.
SUBJOURNEY:	Subjourney wage rates may be available for some of the trades or occupations indicated below with the exception of laborers, truck drivers and heavy equipment operators. Any employer interested in using a subjourney classification on this project MUST complete Form ERD-10880 and request the applicable wage rate from the Department of Workforce Development PRIOR to using the subjourney worker on this project.

This document **MUST BE POSTED** by the **CONTRACTING AGENCY** in at least one conspicuous and easily accessible place on the **site of the project**. A local governmental unit may post this document at the place normally used to post public notices if there is no common site on the project. This document **MUST** remain posted during the entire time any worker is employed on the project and **MUST** be physically incorporated into the specifications and all contracts and subcontracts. If you have any questions, please write to the Equal Rights Division, Labor Standards Bureau, P.O. Box 8928, Madison, Wisconsin 53708 or call (608) 266-6861.

The following statutory provisions apply to local governmental unit projects of public works and are set forth below pursuant to the requirements of s. 66.0903(8), Stats.

s. 66.0903 (1) (f) & s. 103.49 (1) (c) "PREVAILING HOURS OF LABOR" for any trade or occupation in any area means 10 hours per day and 40 hours per week and may not include any hours worked on a Saturday or Sunday or on any of the following holidays:

1. January 1.
2. The last Monday in May.
3. July 4.
4. The first Monday in September.
5. The 4th Thursday in November.
6. December 25.
7. The day before if January 1, July 4 or December 25 falls on a Saturday.
8. The day following if January 1, July 4 or December 25 falls on a Sunday.

s. 66.0903 (10) RECORDS; INSPECTION; ENFORCEMENT.

(a) Each contractor, subcontractor, or contractor's or subcontractor's agent performing work on a project of public works that is subject to this section shall keep full and accurate records clearly indicating the name and trade or occupation of every person performing the work described in sub. (4) and an accurate record of the number of hours worked by each of those persons and the actual wages paid for the hours worked.

s. 66.0903 (11) LIABILITY AND PENALTIES.

- (a) 1. Any contractor, subcontractor, or contractor's or subcontractor's agent who fails to pay the prevailing wage rate determined by the department under sub. (3) or who pays less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor is liable to any affected employee in the amount of his or her unpaid wages or his or her unpaid overtime compensation and in an additional amount as liquidated damages as provided under subd. 2., 3., whichever is applicable.
2. If the department determines upon inspection under sub. (10) (b) or (c) that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the department shall order the contractor to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages within a period specified by the department in the order.
3. In addition to or in lieu of recovering the liability specified in subd. 1. as provided in subd. 2., any employee for and in behalf of that employee and other employees similarly situated may commence an action to recover that liability in any court of competent jurisdiction. If the court finds that a contractor, subcontractor, or contractor's or subcontractor's agent has failed to pay the prevailing wage rate determined by the department under sub. (3) or has paid less than 1.5 times the hourly basic rate of pay for all hours worked in excess of the prevailing hours of labor, the court shall order the contractor, subcontractor, or agent to pay to any affected employee the amount of his or her unpaid wages or his or her unpaid overtime compensation and an additional amount equal to 100 percent of the amount of those unpaid wages or that unpaid overtime compensation as liquidated damages.
5. No employee may be a party plaintiff to an action under subd. 3. unless the employee consents in writing to become a party and the consent is filed in the court in which the action is brought. Notwithstanding s. 814.04 (1), the court shall, in addition to any judgment awarded to the plaintiff, allow reasonable attorney fees and costs to be paid by the defendant.

BUILDING OR HEAVY CONSTRUCTION

Includes sheltered enclosures with walk-in access for the purpose of housing persons, employees, machinery, equipment or supplies and non-sheltered work such as canals, dams, dikes, reservoirs, storage tanks, etc. A sheltered enclosure need not be "habitable" in order to be considered a building. The installation of machinery and/or equipment, both above and below grade level, does not change a project's character as a building. On-site grading, utility work and landscaping are included within this definition. Residential buildings of four (4) stories or less, agricultural buildings, parking lots and driveways are NOT included within this definition.

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
101	Acoustic Ceiling Tile Installer Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.65/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	34.13	20.61	54.74
102	Boilermaker Future Increase(s): Add \$1.50/hr. on 01/01/2016	33.35	28.24	61.59
103	Bricklayer, Blocklayer or Stonemason Future Increase(s): Add \$1.35 on 06/01/2015; Add \$1.45 on 06/06/2016 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	35.89	18.64	54.53
104	Cabinet Installer Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
105	Carpenter Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.65/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	34.13	20.61	54.74
106	Carpet Layer or Soft Floor Coverer	33.68	19.98	53.66
107	Cement Finisher Future Increase(s): Add \$1.30 on 06/01/2015; Add \$1.40 on 06/06/2016	32.09	19.21	51.30
108	Drywall Taper or Finisher Future Increase(s): Add \$.90/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.05/hr eff. 06/01/2017	29.97	20.74	50.71

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.93	22.77	56.70
110	Elevator Constructor	43.84	27.09	70.93
111	Fence Erector	23.73	19.09	42.82
112	Fire Sprinkler Fitter	39.10	19.94	59.04
113	Glazier Future Increase(s): Add \$.75/hr eff. 06/01/2015; Add \$.90/hr eff. 06/01/2016	34.19	18.50	52.69
114	Heat or Frost Insulator	33.43	25.81	59.24
115	Insulator (Batt or Blown) Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016.	32.72	16.00	48.72
116	Ironworker Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.77	23.97	54.74
117	Lather	33.68	19.81	53.49
118	Line Constructor (Electrical)	37.43	18.19	55.62
119	Marble Finisher	20.00	0.52	20.52
120	Marble Mason	35.37	17.99	53.36
121	Metal Building Erector	22.05	8.08	30.13
122	Millwright	28.53	25.19	53.72
123	Overhead Door Installer	20.00	6.10	26.10
124	Painter Future Increase(s): Add \$.90/hr on 06/01/2015; Add \$1.00/hr on 06/01/2016; Add \$1.05/hr on 06/01/2017 Premium Increase(s): Add \$.20/hr for paperhanging; Add \$.35/hr for bridge, iron and drywall; Add \$.75/hr for spraying and sandblasting; Add \$.60/hr for EIFS work; Add \$1.00/hr for lead based paint removal.	29.62	20.74	50.36
125	Pavement Marking Operator	30.10	18.08	48.18

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
126	Piledriver Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 6/1/2016. Premium Increase(s): Add \$.65/hr for Piledriver Loftsman; Add \$.75/hr for Sheet Piling Loftsman. DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.11	26.51	56.62
127	Pipeline Fuser or Welder (Gas or Utility)	31.88	20.89	52.77
129	Plasterer Premium Increase(s): Add \$.40/hr for swing stage work.	31.21	19.93	51.14
130	Plumber	38.37	19.55	57.92
132	Refrigeration Mechanic Future Increase(s): Add \$1.70 on 6/1/15	41.01	21.54	62.55
133	Roofer or Waterproofer Future Increase(s): Add \$1.25/hr eff. 06/01/2015; Add \$1.25/hr eff. 06/01/2016	29.65	18.15	47.80
134	Sheet Metal Worker	36.94	20.22	57.16
135	Steamfitter	41.01	21.54	62.55
137	Teledata Technician or Installer Future Increase(s): Add \$.86/hr on 6/1/2015. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	25.63	17.25	42.88
138	Temperature Control Installer	39.76	21.09	60.85
139	Terrazzo Finisher	20.00	0.52	20.52
140	Terrazzo Mechanic	31.18	17.35	48.53
141	Tile Finisher Future Increase(s): Add \$.20/hr on 1/ 5/2015	24.24	17.54	41.78
142	Tile Setter	30.38	17.33	47.71
143	Tuckpointer, Caulker or Cleaner Future Increase(s): Add \$1.35 on 06/01/2015; Add \$1.45 on 06/01/2016 Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	34.28	18.48	52.76

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
146	Well Driller or Pump Installer	25.32	15.65	40.97
147	Siding Installer	36.17	19.44	55.61
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	30.16	15.11	45.27
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.71	47.31
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	14.49	42.14
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.83	15.01	42.84
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	24.00	11.57	35.57

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	34.07	18.10	52.17
203	Three or More Axle	23.49	12.02	35.51
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 5/30/2016.	33.02	18.70	51.72
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	23.49	12.02	35.51

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.35/hr eff. 06/01/2015; Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$.11 for mortar mixer, fork lift operator, air and electric equipment and power buggy operators; Add \$.22 for jackhammer operator, certified welder, gunite machineman.	29.01	17.22	46.23
302	Asbestos Abatement Worker	22.05	19.16	41.21
303	Landscaper	15.44	11.20	26.64

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	20.13	17.79	37.92
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased) Premium Increase(s): DOT PREMIUMS: Pay two times the hourly basic rate on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	18.06	16.76	34.82
314	Railroad Track Laborer	14.50	4.39	18.89
315	Final Construction Clean-Up Worker	28.31	12.30	40.61

**HEAVY EQUIPMENT OPERATORS
SITE PREPARATION, UTILITY OR LANDSCAPING WORK ONLY**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
501	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Milling Machine; Boring Machine (Directional, Horizontal or Vertical); Backhoe (Track Type) Having a Mfg'r's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfg'r's Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Crane, Shovel, Dragline, Clamshells; Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Grader or Motor Patrol; Master Mechanic; Mechanic or Welder; Robotic Tool Carrier (With or Without Attachments); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Tractor (Scraper, Dozer, Pusher, Loader); Trencher (Wheel Type or Chain Type Having Over 8 Inch Bucket). Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 5/30/2016.	34.47	18.70	53.17
502	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Environmental Burner; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Jeep Digger; Screed (Milling Machine); Skid Rig; Straddle Carrier or Travel Lift; Stump Chipper; Trencher (Wheel Type or Chain Type Having 8 Inch Bucket & Under). Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 5/30/2016.	34.17	18.70	52.87

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
503	Air Compressor (&/or 400 CFM or Over); Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Greaser; High Pressure Utility Locating Machine (Daylighting Machine); Mulcher; Oiler; Post Hole Digger or Driver; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 5/30/2016.	34.17	18.70	52.87
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
505	Work Performed on the Great Lakes Including Crane or Backhoe Operator; Assistant Hydraulic Dredge Engineer; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder; 70 Ton & Over Tug Operator. Premium Increase(s): Add \$.50/hr for Friction Crane, Lattice Boom or Crane Certification (CCO).	41.65	21.71	63.36
506	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	35.72	17.85	53.57
507	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	35.46	20.40	55.86

**HEAVY EQUIPMENT OPERATORS
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
508	Boring Machine (Directional); Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.55/hr on 6/1/2015. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr. Cranes with boom length over 200 ft. not exceeding 300 ft. OR lifting capacity over 200 ton not exceeding 300 ton add \$.50/hr. Over 300 ton OR 300 ft. add \$.01/hr. per foot OR ton whichever is greater.	40.61	20.15	60.76

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
509	Backhoe (Track Type) Having a Mfgr's Rated Capacity of 130,000 Lbs. or Over; Boring Machine (Horizontal or Vertical); Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Pile Driver; Versi Lifts, Tri-Lifts & Gantrys (20,000 Lbs. & Over). Future Increase(s): Add \$1.55/hr on 6/1/2015. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	40.11	20.15	60.26
510	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Dredge (NOT Performing Work on the Great Lakes); Forklift (Machinery Moving or Steel Erection, 25 Ft & Over); Gradall (Cruz-Aire Type); Hydro-Blaster (10,000 PSI or Over); Milling Machine; Skid Rig; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.55/hr on 6/1/2015. Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.	39.61	20.15	59.76
511	Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Bulldozer or Endloader (Over 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Environmental Burner; Gantrys (Under 20,000 Lbs.); Grader or Motor Patrol; High Pressure Utility Locating Machine (Daylighting Machine); Manhoist; Material or Stack Hoist; Mechanic or Welder; Railroad Track Rail Levelling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tining or Curing Machine; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.55/hr on 6/1/2015.	38.92	20.15	59.07

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
512	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Grout Pump; Hoist (Tugger, Automatic); Industrial Locomotives; Jeep Digger; Lift Slab Machine; Mulcher; Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames. Future Increase(s): Add \$1.55/hr on 6/1/2015.	37.04	20.15	57.19
513	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Boatmen (NOT Performing Work on the Great Lakes); Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Elevator; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Forklift; Generator (&/or 150 KW or Over); Greaser; Heaters (Mechanical); Loading Machine (Conveyor); Oiler; Post Hole Digger or Driver; Prestress Machine; Pump (3 Inch or Over) or Well Points; Refrigeration Plant or Freeze Machine; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.55/hr on 6/1/2015.	31.89	20.15	52.04
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment). Future Increase(s): Add \$1/hr on 6/1/2015; Add \$1/hr on 5/30/2016.	36.34	22.14	58.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.65/hr on 6/1/2015.	34.06	19.35	53.41
516	Fiber Optic Cable Equipment	28.89	17.95	46.84

SEWER, WATER OR TUNNEL CONSTRUCTION
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Includes those projects that primarily involve public sewer or water distribution, transmission or collection systems and related tunnel work (excluding buildings).

SKILLED TRADES

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	35.37	17.99	53.36
105	Carpenter Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.65/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	34.13	20.61	54.74
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	35.18	16.78	51.96
109	Electrician	47.76	0.00	47.76
111	Fence Erector	23.73	19.09	42.82
116	Ironworker	31.50	20.01	51.51
118	Line Constructor (Electrical)	37.43	18.19	55.62
125	Pavement Marking Operator	30.10	18.08	48.18
126	Piledriver	29.56	25.71	55.27
130	Plumber	21.50	0.00	21.50
135	Steamfitter	39.76	21.09	60.85
137	Teledata Technician or Installer	24.89	17.15	42.04
143	Tuckpointer, Caulker or Cleaner	33.76	17.82	51.58
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
146	Well Driller or Pump Installer	25.32	15.65	40.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.19	46.79
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	13.28	38.96
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

TRUCK DRIVERS

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
201	Single Axle or Two Axle Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	25.18	18.31	43.49
203	Three or More Axle	18.00	0.00	18.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	18.00	0.00	18.00

LABORERS

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer Future Increase(s): Add \$1.35/hr eff. 06/01/2015; Add \$1.25/hr eff. 06/06/2016 Premium Increase(s): Add \$2.29 for bottomman; Add \$2.15 for concrete manhole builder, bracer, jointman, or pipelayer; Add \$5.44 for blaster. Add \$2.00 for all tunnel work under 15 lbs. compressed air; Add \$2.00 for 0-30 lbs. compressed air; Add \$3.00 for over 30 lbs. compressed air.	29.16	17.72	46.88
303	Landscaper	39.43	0.00	39.43
304	Flagperson or Traffic Control Person	31.95	0.00	31.95
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.71	16.01	33.72

314	Railroad Track Laborer	14.50	4.39	18.89
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**HEAVY EQUIPMENT OPERATORS
SEWER, WATER OR TUNNEL WORK**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
521	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Master Mechanic; Pile Driver. Future Increase(s): Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	37.24	20.10	57.34
522	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump (Over 46 Meter), Concrete Conveyor (Rotec or Bidwell Type); Concrete Spreader & Distributor; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Dredge (NOT Performing Work on the Great Lakes); Milling Machine; Skid Rig; Telehandler; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	36.46	20.10	56.56
523	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Boring Machine (Horizontal or Vertical); Bulldozer or Endloader (Over 40 hp); Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Concrete Pump (46 Meter & Under), Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Manhoist; Material or Stack Hoist; Mechanic or Welder; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yd or More Capacity; Screed (Milling Machine); Sideboom; Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type Having Over 8-Inch Bucket). Future Increase(s): Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	35.51	20.10	55.61

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
524	Backfiller; Broom or Sweeper; Bulldozer or Endloader (Under 40 hp); Compactor (Self-Propelled 85 Ft Total Drum Width & Over, or Tractor Mounted, Towed & Light Equipment); Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Finishing Machine (Road Type); Environmental Burner; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Hoist (Tugger, Automatic); Grout Pump; Jeep Digger; Lift Slab Machine; Mulcher; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Screw or Gypsum Pumps; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Stump Chipper; Tining or Curing Machine; Trencher (Wheel Type or Chain Type Having 8-Inch Bucket & Under); Winches & A-Frames.	36.79	19.15	55.94
525	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Compactor (Self-Propelled 84 Ft Total Drum Width & Under, or Tractor Mounted, Towed & Light Equipment); Crusher, Screening or Wash Plant; Farm or Industrial Type Tractor; Fireman (Asphalt Plant NOT Performing Work on the Great Lakes); Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Loading Machine (Conveyor); Post Hole Digger or Driver; Refrigeration Plant or Freeze Machine; Rock, Stone Breaker; Skid Steer Loader (With or Without Attachments); Vibratory Hammer or Extractor, Power Pack.	50.50	0.42	50.92
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	31.64	19.15	50.79
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
528	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
529	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	35.72	17.85	53.57
530	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under), Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	35.46	20.40	55.86

AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION

Includes all airport projects (excluding buildings) and all projects awarded by the Wisconsin Department of Transportation (excluding buildings).

SKILLED TRADES

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	35.37	17.99	53.36
105	Carpenter	33.68	19.99	53.67
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.	32.75	19.21	51.96
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.93	22.77	56.70
111	Fence Erector	23.73	19.09	42.82
116	Ironworker Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.77	23.97	54.74
118	Line Constructor (Electrical)	37.43	18.19	55.62
124	Painter	29.22	16.69	45.91
125	Pavement Marking Operator	30.27	18.79	49.06
126	Piledriver Future Increase(s): Add \$1.50/hr on 6/1/2015; Add \$1.60/hr on 6/1/2016. Premium Increase(s): Add \$.65/hr for Piledriver Loftsmen; Add \$.75/hr for Sheet Piling Loftsmen. DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	30.11	26.51	56.62
133	Rofer or Waterproofer	29.40	17.05	46.45

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
137	Teledata Technician or Installer	24.89	17.15	42.04
143	Tuckpointer, Caulker or Cleaner	33.76	17.82	51.58
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	14.64	46.24
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	12.83	38.51
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.63	33.38

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	25.18	18.31	43.49
203	Three or More Axle Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	25.28	18.31	43.59
204	Articulated, Euclid, Dumptror, Off Road Material Hauler Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	30.27	21.15	51.42
205	Pavement Marking Vehicle	23.16	17.13	40.29
206	Shadow or Pilot Vehicle	24.37	17.77	42.14

207	Truck Mechanic	24.52	17.77	42.29
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LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
301	General Laborer Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Increase(s): Add \$.15/hr for air tool operator, joint sawer and filler (pavement), vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.35/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.50/hr for line and grade specialist; Add \$.65/hr for blaster and powderman; Add \$2.01/hr for topman; Add \$2.46/hr for bottomman; Add \$3.23/hr for pipelayer. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	27.06	20.03	47.09
302	Asbestos Abatement Worker	22.05	18.41	40.46
303	Landscaper Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	27.06	20.03	47.09
304	Flagperson or Traffic Control Person	22.55	19.37	41.92
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.71	16.01	33.72
314	Railroad Track Laborer	14.50	4.39	18.89

**HEAVY EQUIPMENT OPERATORS
AIRPORT PAVEMENT OR STATE HIGHWAY CONSTRUCTION**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
531	Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	37.72	21.15	58.87
532	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	37.22	21.15	58.37

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
533	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	36.72	21.15	57.87

Fringe Benefits Must Be Paid On All Hours Worked

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY \$	HOURLY FRINGE BENEFITS \$	TOTAL \$
534	<p>Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.</p> <p>Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	36.46	21.15	57.61
535	<p>Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	36.17	21.15	57.32
536	Fiber Optic Cable Equipment.	28.89	17.95	46.84
537	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
538	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked				
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
		\$	\$	\$
539	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	35.72	17.85	53.57
540	Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	35.46	20.40	55.86

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION

Includes roads, streets, alleys, trails, bridges, paths, racetracks, parking lots and driveways (except residential or agricultural), public sidewalks or other similar projects (excluding projects awarded by the Wisconsin Department of Transportation).

SKILLED TRADES

Fringe Benefits Must Be Paid On All Hours Worked				
CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	35.37	17.99	53.36
105	Carpenter Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	32.72	16.00	48.72
107	Cement Finisher	30.96	18.53	49.49
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.93	22.77	56.70
111	Fence Erector	23.73	19.09	42.82
116	Ironworker	30.52	23.47	53.99
118	Line Constructor (Electrical)	37.43	18.19	55.62
124	Painter	29.52	19.99	49.51
125	Pavement Marking Operator	30.10	18.08	48.18
126	Piledriver	29.56	25.71	55.27
133	Rofer or Waterproofor	29.40	17.05	46.45
137	Teledata Technician or Installer	24.89	17.15	42.04
143	Tuckpointer, Caulker or Cleaner	33.76	17.82	51.58
144	Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	15.19	46.79
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	13.28	38.96
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	12.97	34.72

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	25.18	18.31	43.49
203	Three or More Axle	18.00	0.00	18.00
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 6/2/2015; Add \$1.60/hr on 6/3/2016.	33.69	19.78	53.47
205	Pavement Marking Vehicle	20.85	11.02	31.87
206	Shadow or Pilot Vehicle	24.37	17.77	42.14
207	Truck Mechanic	18.00	0.00	18.00

LABORERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
301	General Laborer	24.75	19.69	44.44
303	Landscaper Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017 Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).	27.06	20.03	47.09
304	Flagperson or Traffic Control Person	25.67	12.66	38.33
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.71	16.01	33.72
314	Railroad Track Laborer	14.50	4.39	18.89

**HEAVY EQUIPMENT OPERATORS
CONCRETE PAVEMENT OR BRIDGE WORK**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
541	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	37.72	21.15	58.87
542	Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity of 4,000 Lbs. & Under; Crane, Tower Crane Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	37.22	21.15	58.37

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
543	Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Cary Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.	35.72	17.85	53.57
544	Backfiller; Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm .	36.46	21.15	57.61
545	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	35.17	20.40	55.57
546	Fiber Optic Cable Equipment.	28.89	17.95	46.84

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	41.65	21.71	63.36
548	Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	41.65	21.71	63.36
549	Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or more); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	35.72	17.85	53.57
550	Work Performed on the Great Lakes Including Deck Equipment Operator; Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks - Great Lakes ONLY.	35.46	20.40	55.86

**HEAVY EQUIPMENT OPERATORS
ASPHALT PAVEMENT OR OTHER WORK**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
551	Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self Erecting Tower Crane With a Lifting Capacity of Over 4,000 Lbs., Crane With Boom Dollies; Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads and/or Jib Lengths Measuring 176 Ft or Over; Master Mechanic.	36.72	20.40	57.12
552	Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With a Lifting Capacity Of 4,000 Lbs. & Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.	37.22	21.15	58.37

Future Increase(s):
 Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016;
 Add \$1.25/hr on 6/1/2017.

Premium Increase(s):
 DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <http://www.dot.wi.gov/busines/civilrights/laborwages/pwc.htm>.

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
553	<p>Air, Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Conveyor System; Concrete Laser/Screed; Concrete Slipform Placer Curb & Gutter Machine; Crane (Carr Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Railroad Track Rail Leveling Machine, Tie Placer, Extractor, Tamper, Stone Leveler or Rehabilitation Equipment; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A-Frames.</p> <p>Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p>	36.17	20.80	56.97
554	<p>Backfiller; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self-Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler.</p> <p>Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p>	36.17	20.80	56.97

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
555	<p>Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.</p> <p>Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.</p> <p>Premium Increase(s): DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day; 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm.</p>	36.17	21.15	57.32
556	Fiber Optic Cable Equipment.	27.89	17.20	45.09

RESIDENTIAL OR AGRICULTURAL CONSTRUCTION

Includes single family houses or apartment buildings of no more than four (4) stories in height and all buildings, structures or facilities that are primarily used for agricultural or farming purposes, excluding commercial buildings. For classification purposes, the exterior height of a residential building, in terms of stories, is the primary consideration. All incidental items such as site work, driveways, parking lots, private sidewalks, private septic systems or sewer and water laterals connected to a public system and swimming pools are included within this definition. Residential buildings of five (5) stories and above are NOT included within this definition.

SKILLED TRADES

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
101	Acoustic Ceiling Tile Installer	33.07	16.07	49.14
102	Boilermaker	32.05	28.04	60.09
103	Bricklayer, Blocklayer or Stonemason	23.89	4.78	28.67
104	Cabinet Installer	18.00	0.00	18.00
105	Carpenter	25.00	6.52	31.52
106	Carpet Layer or Soft Floor Coverer	30.00	0.00	30.00
107	Cement Finisher	26.60	3.99	30.59
108	Drywall Taper or Finisher	18.00	5.75	23.75
109	Electrician Premium Increase(s): DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.	33.93	22.77	56.70
110	Elevator Constructor	23.26	0.00	23.26
111	Fence Erector	19.00	1.34	20.34
112	Fire Sprinkler Fitter	39.00	18.00	57.00
113	Glazier Future Increase(s): Add \$.75/hr eff. 06/01/2015; Add \$.90/hr eff. 06/01/2016	37.07	14.42	51.49
114	Heat or Frost Insulator	33.43	25.81	59.24
115	Insulator (Batt or Blown)	20.00	0.00	20.00
116	Ironworker	31.50	11.33	42.83
117	Lather	25.00	6.52	31.52
119	Marble Finisher	20.00	0.52	20.52
120	Marble Mason	23.89	4.78	28.67
121	Metal Building Erector	18.00	5.88	23.88

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
123	Overhead Door Installer	28.00	1.61	29.61
124	Painter	18.00	4.50	22.50
125	Pavement Marking Operator	18.75	2.47	21.22
129	Plasterer	22.00	0.00	22.00
130	Plumber	36.47	20.47	56.94
132	Refrigeration Mechanic	17.00	13.52	30.52
133	Roofer or Waterproofer Future Increase(s): Add \$1.25/hr eff. 06/01/2015; Add \$1.25/hr eff. 06/01/2016	29.65	18.15	47.80
134	Sheet Metal Worker	26.13	20.22	46.35
135	Steamfitter	23.62	16.12	39.74
137	Teledata Technician or Installer	18.00	28.48	46.48
138	Temperature Control Installer	22.00	2.45	24.45
139	Terrazzo Finisher	20.00	0.52	20.52
140	Terrazzo Mechanic	30.71	16.52	47.23
141	Tile Finisher	23.77	16.52	40.29
142	Tile Setter	30.50	0.68	31.18
143	Tuckpointer, Caulker or Cleaner	14.00	8.75	22.75
146	Well Driller or Pump Installer	29.00	0.00	29.00
147	Siding Installer	17.00	0.65	17.65

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
201	Single Axle or Two Axle	17.25	5.70	22.95
203	Three or More Axle	23.49	14.07	37.56
205	Pavement Marking Vehicle	20.85	11.02	31.87
207	Truck Mechanic	23.49	14.07	37.56

LABORERS

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
301	General Laborer	15.00	10.33	25.33
302	Asbestos Abatement Worker	16.50	8.21	24.71
303	Landscaper	12.00	0.00	12.00
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.71	16.01	33.72
315	Final Construction Clean-Up Worker	10.00	2.21	12.21

**HEAVY EQUIPMENT OPERATORS
RESIDENTIAL OR AGRICULTURAL CONSTRUCTION**

Fringe Benefits Must Be Paid On All Hours Worked

<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u> \$	<u>HOURLY FRINGE BENEFITS</u> \$	<u>TOTAL</u> \$
557	Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Backhoe (Track Type); Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boring Machine (Directional, Horizontal or Vertical); Bulldozer or Endloader; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Crane, Shovel, Dragline, Clamshells; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Manhoist; Material or Stack Hoist; Mechanic or Welder; Milling Machine; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane (10 Tons or Under); Trencher (Wheel Type or Chain Type); Winches & A-Frames.	36.06	19.02	55.08

558	Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Backfiller; Belting, Burlap, Texturing Machine; Boiler (Temporary Heat); Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Farm or Industrial Type Tractor; Forklift; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Jeep Digger; Lift Slab Machine; Mulcher; Oiler; Post Hole Digger or Driver; Power Subgrader; Pump (3 Inch or Over) or Well Points; Robotic Tool Carrier (With or Without Attachments); Rock, Stone Breaker; Roller (Rubber Tire, 5 Tons or Under); Screed (Milling Machine); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Stump Chipper; Telehandler; Vibratory Hammer or Extractor, Power Pack.	36.79	18.81	55.60
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***** END OF RATES *****

**AFFIDAVIT OF COMPLIANCE
WITH WISCONSIN STATUTE 103.503
SUBSTANCE ABUSE PREVENTION REQUIREMENTS**

STATE OF _____) PROJECT NAME _____
 _____) ss. _____
 _____ COUNTY) DPW Contract No. _____

I, _____, being first duly sworn state that:
 (Print name)

1. I am the _____ of _____, a _____
 (Title) (Company Name) (State)
 Corporation, partnership, or individual of _____,
 (City, Village, Township) (State)

and make this affidavit pursuant to the provisions of Wis. Stat. § 103.503.

2. I have entered into City of Milwaukee, Department of Public Works' Contract No. _____, to which the provisions of Wis. Stat. 66.0903 apply.

3. I have in place a substance abuse prevention program that meets the requirements of Wis. Stat. 103.503, and I will fully comply in all respects with the requirements of Wis. Stat. 103.503 during the performance of this Contract.

4. I will include in each subcontract covering work performed under this Contract to which the provisions of Wis. Stat. 66.0903 apply, a provision similar to that in Paragraph 3 above, together with a clause requiring such insertion in further subcontracts that may in turn be made.

<u>Title</u>	<u>Officer Name</u>	<u>Address</u>
<u>President</u>	_____	_____
<u>Vice President</u>	_____	_____
<u>Secretary/Treasurer</u>	_____	_____

Subscribed and sworn before me this _____
 day of _____, 20__.

 Notary Signature

 Contractor Signature

Notary Public, State of _____

My Commission Expires: _____



DEPARTMENT OF ADMINISTRATION
BUSINESS OPERATIONS DIVISION
PROCUREMENT SERVICES SECTION

Affidavit of Compliance
Disclosure of Participation in or Profits Derived from Slavery by Contractors

Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____

This affidavit of compliance will be the contractor's sworn statement that publicly discloses any slavery policies sold by any companies, or profits from slavery by industries or their predecessors who are doing business with the City of Milwaukee as defined in the Milwaukee Code of Ordinances 310-14. **NOTE: Effective May 13, 2014, Contractors whose company was established during the slavery era, whether or not subject to competitive bidding, shall complete this Affidavit prior to entering into a contract.**

Please check one:

- This business **was** in existence during or prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and have found no such records.
- This business **was** in existence during or prior to the slavery era (1865). I have searched any and all records for records of investments or profits from slavery, and am disclosing the findings below.

Findings being disclosed (please attach additional pages, if necessary):

I hereby declare that all statements are true, accurate and complete as of the date furnished to the City of Milwaukee.

Authorized Signature: _____
Printed Name: _____ Date: _____

Subscribed to before me on this _____ day of _____, 20____, at _____
County, _____ State.

Notary Public Signature

Printed Name

My commission expires: _____

(SEAL)

Please Return to:
DOA-BOD-Procurement Services
200 E. Wells Street, Room 601
Milwaukee, WI 53202

procurement.services@milwaukee.gov



**CITY OF MILWAUKEE, WISCONSIN
DEPARTMENT OF PUBLIC WORKS
LICENSED SURETY CORPORATION BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we,

.....

of
(Street and Number) (City) (State)

as principal and of
(Home Office)

as surety are held and firmly bound unto the City of Milwaukee, Wisconsin, hereinafter called City in
the penal sum of

..... Dollars,

to be paid to the City: its successors and assigns, for which payment well and truly to be made, we bind ourselves, and our heirs, executors, and, administrators, or successors and assigns, as the case may be, jointly and severally, firmly by these presents.

WHEREAS, the above bounden principal is making a proposal in writing dated
20, to the Commissioner of Public Works of the City, according to Official Notice No
20, of said Commissioner for furnishing all material, equipment, labor and everything necessary
for the completion of the work of...

according to plans, specifications and the other contract documents on file in the office of said Commissioner, a copy of which proposal is by reference made a part hereof, and the said proposal is accompanied with this bond.

NOW, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal shall execute the contract in quadruplicate, in accordance with the proposal as accepted, with approved licensed surety corporation bound thereto for the faithful performance and proper fulfillment

of such contract, and return the same to the office of the said Commissioner within the time limit specified in said proposal, then the above obligation shall be void, otherwise it shall be and remain in full force and effect.

In witness whereof, the above bounden parties have executed this instrument under their several seals at Milwaukee, Wisconsin, this day of 20, the name and corporate seal of each corporate party being hereto affixed and this instrument signed by its duly authorized representative.

Bidder Witnesses

..... (Seal)
(Bidder)

.....
By
.....
(Name and Title)

Surety Witnesses

.....
(Surety)

.....
By
.....
(Attorney-in-Fact or Agent)

(Seal of Surety)

Name of Surety Contact Person _____ and Phone Number _____
(Please Print)