



**CONTRACT SPECIFICATIONS
FOR
PROJECT NO. 14034**

WEATHERLY DRIVE RECONSTRUCTION PROJECT

CITY OF OAK CREEK, WISCONSIN

OFFICE OF THE CITY ENGINEER

JULY, 2014

**BY: STEPHEN A. SCAFFIDI, MAYOR
CATHERINE A. ROESKE, CITY CLERK
MICHAEL C. SIMMONS, P.E., CITY ENGINEER**

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NOTICE TO BIDDERS

OWNER The Common Council of the City of Oak Creek hereby gives notice that sealed proposals will be received in the City Clerk's office at 8640 S. Howell Avenue, Oak Creek, Wisconsin, 53154.

PROJECT The work, officially known as Project No. 14034, Weatherly Drive Reconstruction Project, consists of constructing the following approximate quantities:

ITEM DESCRIPTION	UNIT
Inlet Protection	4 EA
Tracking Pad	2,000 SF
Silt Fence	1,500 LF
Ditch Checks	1 EA
Clearing & Grubbing	1 LS
Common Excavation	1 LS
Imported Fill	1 LS
Sanitary Manhole Adjustment	4 EA
MMSD Manhole Adjustment	1 EA
Storm Sewer Removal	60 LF
Remove Culvert	6 EA
Storm Inlet	4 EA
Storm Sewer, 12-inch RCP CL V	35 LF
Storm Sewer, 18-inch RCP CL III	48 LF
Storm Sewer, 21-inch RCP CL III	9 LF
Storm Sewer, 24-inch RCP CL III	153 LF
18" Flared End Section	1 EA
24" Flared End Section	1 EA
Saw Cut Pavement	100 LF
Crushed Aggregate Base Course	1,288 Ton
5" Concrete Sidewalk	4,846 SF
Detectable Warning Fields	40 SF
31" Mountable Concrete Curb and Gutter	1,860 LF
2.5" HMA 12.5mm E-1 (PG64-22)	354 Ton
3.5" HMA 19mm E-1 (PG58-28)	518 Ton
3" HMA 9.5mm E-0.3 Asphalt Path	48 Ton
Heavy Riprap	51 CY
Coffer Dam	4 EA
Turbidity Barrier	600 SF
Sodding	900 SY
Temporary Seeding	6,000 SY
3" Topsoil, Seed & Fertilizer	15,400 SY
Erosion Mat Class 1, Type B	8,700 SY
Mulching	6,700 SY
Conspan Structure with Wingwalls	1 LS
8'x5' Concrete Box Culvert with End Sections	172 LF
Structural Backfill	190 CY
Railing	324 LF
Remove Existing Street Light	2 EA
Street Light	8 EA
Lighting Cable-In-Duct	870 LF

Traffic Control	1 LS
7" Concrete Pavement	2464 SY

TIME	Proposals must be received by the City Clerk no later than 10 a.m., July 25, 2014, at which time and place the proposals will be publicly opened and read aloud.
CONTRACT DOCUMENTS	Plans, specifications, and bidding documents are on City's website (www.oakcreekwi.org) under the Public Contract link. Any interested party desiring these documents may download them at no charge. All bidders shall bid in accordance with, and shall bid upon, the forms obtained from the City Engineer, via the website document.
STATUTORY PROVISIONS	The Contract letting shall be subject to the provisions of Section 62.15, 66.0901, 66.0903, 144.06 and 779.16 Wisconsin Statutes. The minimum wage scale to be paid on this project shall be in accordance with the prevailing minimum wage as determined by federal or state law, whichever applies, and such wage is incorporated by reference, as it may be amended from time to time. If the United States Department of Housing and Urban Development or State of Wisconsin, Department of Workforce Development has issued a wage rate determination, then it shall apply.
BID GUARANTEE	A certified check or bank draft payable to the City of Oak Creek, or a satisfactory bid bond, in an amount not less than 5% of the bid shall accompany each bid as a guarantee that if the bid is accepted, the bidder will execute and file the proposed contract and bond within 10 days after the award of the contract. In case the bidder fails to file such contract and bond within the time set by the City, the check or bid bond shall be forfeited to the City as liquidated damages pursuant to SS.62.15(3).
EQUAL OPPORTUNITY	The City of Oak Creek hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the ground of race, color, sex, or national origin in consideration for an award.
BID REJECTION	The Common Council reserves the right to reject any and all bids, waive any informalities in bidding, or to accept the bid or bids, which best serves the interest of the City of Oak Creek.
BID WITHDRAWAL	No bid shall be withdrawn for a period of 30 days after the scheduled opening of the bids without the consent of the Common Council.
BIDDING DOCUMENTS AVAILABILITY	Plans, specifications and bidding documents shall be available on the City's website on July 10, 2014.

Published by the authority of the Common Council this 10th day of July, 2014.

INSTRUCTIONS TO BIDDERS

1. Proposal Forms

No bid will be considered which is not submitted on forms furnished by the City Engineer.

2. Quantities

The estimated quantities of the work are the result of careful calculations but are considered approximate. The quantity shown will be used as a basis for determining the lowest bidder. After the contract is awarded, the quantity of work listed under any item, or all items, may be increased or decreased according to the specifications at the discretion of the City Engineer, without invalidating the bid price.

The general description of bid items is provided to give bidders a brief description of the work covered under this contract, but is not meant to be all inclusive of the work and materials required to complete each item. All miscellaneous items required by the plans and specifications, although not expressly listed on the bid form, are assumed to be included on the unit prices of each general bid item. Bids will be compared on the basis of the quantities listed in the Bidding Schedule. Payment on the contract will be based on the actual, field-measured units installed.

3. Prior Examination of Contract Documents and Worksite

Bidders shall inform themselves of the conditions under which work is to be performed by examining the contract documents, site, ground conditions and obstacles to be encountered in the field, and by such other means necessary. After proposal submittal, the City will not accept a claim that there was any misunderstanding as to the quantities, conditions, nature of the work, or extra compensation for items the Contractor failed to inform himself of prior to bidding.

4. Inadequacies and Omissions

Any verbal information obtained from or statement made by representatives of the engineering department at the time of the examination of the contract documents or the site for the purpose of bidding, which apparently corrects or in any way amends the contract documents shall be invalid. The City of Oak Creek will not be responsible for such verbal information or statements.

Bidders shall bring any inadequacies, omissions, or conflicts to the City Engineer's attention at least seven days before the due date of bids. Prompt clarification will be immediately supplied to all bidders by addenda, and each addendum shall be acknowledged on the proposal form. Failure to so request clarification of any inadequacy, omission or conflict will not relieve the contractor of responsibility. The signing of the contract will be considered as implicitly denoting that the contractor has a thorough comprehension of the full intent and scope of the specifications and drawings.

5. Subcontractors

Bidders shall be required to submit a list of subcontractors with their proposal in accordance with Section 66.0901(7), Wisconsin Statutes, 1979-1980 and subsequent amendments.

This list of subcontractors shall not be added to nor altered without the written consent of the City Engineer. The City Engineer may reject proposals if the list of subcontractors and the class of work to be performed is omitted. The omission shall be considered inadvertent or a representation that the bidder will perform the work himself. If such an omission is inadvertent, the bidder shall provide the list of subcontractors within two working days from the date and time of the bid opening.

6. Time of Performance

When not otherwise specified, the bidder must state in the proposal the least number of calendar days (including Saturdays, Sundays and holidays) after the date to commence work given in the Notice to Proceed, in which he will start construction and the number of calendar days (including Saturdays, Sundays and holidays) after date to commence work given in the Notice to Proceed in which he will fully complete the work as specified.

In stating time, the bidder should make due allowance for all probable difficulties which may be encountered.

In the event of failure to complete the work within the time stated or otherwise specified, liquidated damages will be assessed as provided in the specifications.

7. Proposal Guaranty

The City of Oak Creek requires either a bid bond or a certified check of at least 5% of the bid.

8. Requirements for Signing Proposals

- A. The full name and business address of each bidder must be entered on the proposal submitted. The proposal shall be signed in the space provided by written signature of the person or persons properly authorized to sign it.
- B. A proposal submitted by an individual shall be signed by the bidder or by an authorized agent.
- C. A proposal submitted by a firm or partnership shall be signed by a member or by an authorized agent; if by joint adventurers, the proposal shall be signed by each of their authorized agent(s).
- D. Proposals which are signed by an attorney-in-fact for individuals, firms,

partnerships or joint adventurers shall have attached a power-of-attorney evidencing authority to sign the bid.

- E. A proposal submitted by a corporation shall be signed by an authorized officer or agent of such corporation. Such corporation must be licensed to do business in the State of Wisconsin before a proposal to do the work can be received. If a foreign corporation, the state under which it is incorporated must be named.

9. Submission of Proposal

The proposal and the proposal guaranty shall be placed in an envelope or in separate envelopes and shall be sealed. On the envelope or envelopes shall be plainly written the PROJECT NUMBER, DATE OF OPENING BIDS, NAME OF BIDDER, AND THE TYPE AND LOCATION OF THE WORK. Such envelope(s) shall be addressed and delivered to the office of the City Clerk, City Hall, before the time specified in the Notice to Bidders for opening bids.

10. Withdrawal of Proposal

A bidder may withdraw a proposal, provided the Clerk receives a written request prior to the deadline for accepting proposals. The proposal will be returned to the bidder unopened.

11. Bid Prices

Bidders must submit a bid price, in accordance with the specifications, for each item of the job or branch, in compliance with the bidding units specified for the quantities listed in the proposal. Bid prices must be written out in words and also entered in figures. In case of variation, the written prices will prevail.

12. Double Bidding

Two proposals under different names will not be accepted from one firm or association.

13. Disqualifying of Bid Proposal

A bid proposal will be disqualified because of gross errors in computation which cannot be resolved by mathematical correction without resorting to information not contained in the bid.

Errors in extension may be corrected providing that the unit cost is legible and can be definitely identified as complying with item specifications. The total bid shall be adjusted in accordance with approved extension corrections. An extension may not be divided by number of units specified to determine a unit cost if such is omitted by the bidder. It is the responsibility of the bidder to submit a neat, accurate and complete proposal if his bid is to be accepted.

14. Right to Accept or Reject Bids

The City reserves the unqualified right to reject any or all bids at its sole and absolute discretion, or to reject any or all bids where the City Engineer has determined that the contractor or bidder has unbalanced his bid and unit prices. The City further reserves the unqualified right to waive any irregularities in any bid, or to accept any bid which will best serve the interests of the City. The City also reserves the unrestricted privilege to reject any unit prices for additions to or deductions from the scheduled amount of work as given in the bid, if the same are considered excessive or unreasonable, or to accept any or all such unit prices which may be considered fair and reasonable.

The bid openings are open to the public, and no awards will be made immediately upon opening bids nor until the bids opened can be compared, scheduled, and reviewed by the Common Council. The contract shall be awarded by Common Council action and the bidder to whom the award is made will be notified at the earliest possible date.

15. Performance Guaranty

The performance of the contract must be assured by a surety bond executed by the successful bidder in the full amount of the contract. Such bond must also be executed by a surety company.

16. Contract Execution

Within ten days from the date of receipt of the contract forms from the City Attorney, the successful bidder shall sign four copies of the contract form, attach the performance guarantee of the approved licensed surety, and deliver to the City Clerk at Oak Creek City Hall. The contract, when signed by the Mayor, countersigned by the City Clerk and Comptroller of the City of Oak Creek, and approved as to form and execution by the City Attorney, shall be a part of the contract documents. When all parties have signed the contract, the City Clerk will refund the proposal deposit to the successful bidder.

In case of failure to have delivered such properly executed copies of the contract within ten days, or such extension as the Common Council only may deem reasonable, bidder will be considered as having abandoned his proposal. Bidder will be considered in default to the City to the full amount of the bid deposit. It will be understood and agreed by the party submitting the proposal that such bid deposit represents the damages to which the City will be subjected by reason of the bidder's default in acceptance of contract, or failure to either properly execute the contract forms or deliver within the specified time of such extension.

17. Starting Work Before Notification

No work shall be performed under the contract and no materials or equipment shall be delivered to the site of the work prior to the date in the City Engineer's written Notice to Proceed.

18. Refund of Bid Deposit to Unsuccessful Bidders

The bid deposit of all except the two lowest bidders will be refunded after the Common Council has determined the lowest responsible bidder. The remaining bid deposit will be refunded upon execution of the contract.

July 25, 2014

To: The Common Council of the City of Oak Creek, Wisconsin

Re: Bid Proposal

In conformity with the notice to bidders, the undersigned bidder, having examined the site of the work and the contract, submits the following proposal for furnishing the material, equipment, labor and everything necessary for the completion of the work listed hereunder, and agrees to execute the proposed contract and furnish the required bond for the completion of said work, at the locations and for the prices set forth in the attached Schedules One and Two.

The undersigned bidder deposits herewith a certified check payable to the order of the City Treasurer, or an approved bid bond, in the sum designated in said notice, and hereby agrees that in the event the undersigned bidder shall fail to execute the contract with surety bond thereto and return the same to the City Clerk within ten calendar days after transmittal by the City, then said certified check shall be retained by and become the property of the City of Oak Creek as fixed and liquidated damages or the penalty as provided by said bond shall be recovered as liquidated damages.

It is further understood that construction on this contract shall commence and be completed as specified in the Detail Specifications. The undersigned bidder also understands that this is a unit price contract and the City may add or reduce quantities and street locations at their discretion. The quantities listed in the bid proposal are approximate, and for low bidder evaluation only.

This proposal submitted by:

Bidder Address

Phone City, State, Zip Code

Operating as: Sole Trader _____ Partnership _____ Corporation _____

Under the laws of the State of _____

By: _____ (Signature)

_____ (Title)

ADDENDUM RECEIPT:

We acknowledge the receipt of Addendum No(s). _____ inclusive.

SWORN STATEMENT OF BIDDER

PURSUANT TO SECTION 66.0901 WISCONSIN STATUTES

I, being duly sworn at _____(City),
_____ (State), on oath, do hereby state on behalf of said
bidder that I have examined and carefully prepared this proposal from the plans,
specifications, the work site including surface and underground conditions, and other
contract documents and have checked the same in detail before submitting this proposal;
and that this sworn statement is hereby made an integral part of this proposal.

By: _____
(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public, _____ County

State of _____

My commission expires: _____

Affix corporate seal below.

INFORMATION ON SURETY *(Please fill out completely)*

Firm _____

Address, City, State, Zip Code _____

Attorney-in-fact _____

Address, City, State, Zip Code _____

INFORMATION OF SUBCONTRACTORS

The undersigned bidder will employ, subject to the approval of the said owner, the following subcontractors. This list shall not be added to nor altered without the written consent of the owner. A bid shall not be invalid if the list of subcontractors and the class of work to be performed has been omitted. The omission shall be considered inadvertent or a representation that the bidder will perform the work himself. If such an omission is inadvertent, the bidder shall provide the list of subcontractors within two working days from the date and time of the bid opening.

<u>NAME</u>	<u>ADDRESS</u>	<u>CLASS OF WORK</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

LIST OF DRAWINGS

<u>SHEET NO.</u>	<u>DESCRIPTION</u>
14034-1B-2511	Cover Sheet
14034-2B-2517	Contact List & Estimate of Quantities
14034-1D-2774	Typical Sections
14034-2D-2775	Construction Details
14034-3D-2776	Construction Details
14034-4D-2777	Construction Details
14034-5D-2778	Weatherly Drive Plan & Profile
14034-6D-2779	Weatherly Drive Plan & Profile
14034-7D-2780	Proposed Asphalt Path Plan & Profile
14034-3B-2518	Weatherly Drive Storm Sewer Plan & Profile
14034-4B-2519	Weatherly Drive Storm Sewer Plan & Profile
14034-5B-2520	Weatherly Drive Erosion Control Plan
14034-6B-2521	Weatherly Drive Grading Plan
14034-8D-2781	Weatherly Drive Cross Sections
14034-9D-2782	Weatherly Drive Cross Sections
14034-10D-2783	Weatherly Drive Cross Sections
14034-11D-2784	Weatherly Drive Cross Sections
14034-12D-2785	Weatherly Drive Cross Sections
14034-13D-2786	Weatherly Drive Cross Sections
14034-14D-2787	Weatherly Drive Cross Sections
14034-7B-2522	Weatherly Drive Conspan Plan
14034-8B-2523	Weatherly Drive Conspan Plan
14034-9B-2524	Weatherly Drive Conspan Plan
14034-10B-2525	Weatherly Drive Conspan Plan
14034-11B-2526	Weatherly Drive Conspan Plan
14034-12B-2527	Weatherly Drive Conspan Plan
14034-13B-2528	Weatherly Drive Conspan Plan
14034-14B-2529	Weatherly Drive Conspan Plan
14034-15B-2530	Weatherly Drive Conspan Plan

Schedule Two

BID PRICES

Item No.	Item Description	Bid Quantity	Units	Unit Price	Total Price
1	Inlet Protection Unit price _____ dollars & _____ cents, per each	4	EA		
2	Tracking Pad Unit price _____ dollars & _____ cents, per square yard	2,000	SY		
3	Silt Fence Unit price _____ dollars & _____ cents, per lineal foot	1,500	LF		
4	Ditch Checks Unit price _____ dollars & _____ cents, per each	1	EA		
5	Clearing & Grubbing Unit price _____ dollars & _____ cents, lump sum	1	LS		
6	Common Excavation Unit price _____ dollars & _____ cents, lump sum	1	LS		
7	Imported Fill Unit price _____ dollars & _____ cents, lump sum	1	LS		
8	Sanitary Manhole Adjustment Unit price _____ dollars & _____ cents, per each	4	EA		
9	MMSD Manhole Adjustment Unit price _____ dollars & _____ cents, per each	1	EA		
10	Storm Sewer Removal Unit price _____ dollars & _____ cents, per lineal foot	60	LF		

Item No.	Item Description	Bid Quantity	Units	Unit Price	Total Price
11	Remove Culvert Unit price _____ dollars & _____ cents, per each	6	EA		
12	Storm Inlet Unit price _____ dollars & _____ cents, per each	4	EA		
13	Storm Sewer, 12-inch RCP CL V Unit price _____ dollars & _____ cents, per lineal foot	35	LF		
14	Storm Sewer, 18-inch RCP CL III Unit price _____ dollars & _____ cents, per lineal foot	48	LF		
15	Storm Sewer, 21-inch RCP CL III Unit price _____ dollars & _____ cents, per lineal foot	9	LF		
16	Storm Sewer, 24-inch RCP CL III Unit price _____ dollars & _____ cents, per lineal foot	153	LF		
17	18" Flared End Section Unit price _____ dollars & _____ cents, per each	1	EA		
18	24" Flared End Section Unit price _____ dollars & _____ cents, per each	1	EA		
19	Saw Cut Pavement Unit price _____ dollars & _____ cents, per lineal foot	100	LF		
20	Crushed Aggregate Base Course Unit price _____ dollars & _____ cents, per ton	1,288	Ton		
21	5" Concrete Sidewalk Unit price _____ dollars & _____ cents, per square foot	4,846	SF		

Item No.	Item Description	Bid Quantity	Units	Unit Price	Total Price
22	Detectable Warning Fields Unit price _____ dollars & _____ cents, per square foot	40	SF		
23	31" Mountable Concrete Curb and Gutter Unit price _____ dollars & _____ cents, per lineal foot	1,860	LF		
24	2.5" HMA 12.5mm E-1 (PG 64-22) Unit price _____ dollars & _____ cents, per ton	354	Ton		
25	3.5" HMA 19mm E-1 (PG 58-28) Unit price _____ dollars & _____ cents, per ton	518	Ton		
26	3" HMA 9.5mm E-0.3 Asphalt Path Unit price _____ dollars & _____ cents, per ton	48	Ton		
27	Heavy Riprap Unit price _____ dollars & _____ cents, per cubic yard	51	CY		
28	Coffer Dam Unit price _____ dollars & _____ cents, per each	4	EA		
29	Turbidity Barrier Unit price _____ dollars & _____ cents, per square foot	600	SF		
30	Sodding Unit price _____ dollars & _____ cents, per square yard	900	SY		
31	Temporary Seeding Unit price _____ dollars & _____ cents, per square yard	6,000	SY		
32	3" Topsoil, Seed & Fertilizer Unit price _____ dollars & _____ cents, per square yard	15,400	SY		

Item No.	Item Description	Bid Quantity	Units	Unit Price	Total Price
33	Erosion Mat Class I, Type B Unit price _____ dollars & _____ cents, per square yard	8,700	SY		
34	Mulching Unit price _____ dollars & _____ cents, per square yard	6,700	SY		
35	Conspan Structure with Wingwalls Unit price _____ dollars & _____ cents, lump sum	1	LS		
36	8'x5' Concrete Box Culvert with End Sections Unit price _____ dollars & _____ cents, per lineal foot	172	LF		
37	Structural Backfill Unit price _____ dollars & _____ cents, per cubic yard	190	CY		
38	Railing Unit price _____ dollars & _____ cents, per lineal foot	324	LF		
39	Remove Existing Street Light Unit price _____ dollars & _____ cents, per each	2	EA		
40	Street Light Unit price _____ dollars & _____ cents, per each	8	EA		
41	Lighting Cable-In-Duct Unit price _____ dollars & _____ cents, per lineal foot	870	LF		
42	Traffic Control Unit price _____ dollars & _____ cents, lump sum	1	LS		

TOTAL BID (Items 1 through 42 inclusive): \$ _____

Alternative Bid Prices – concrete pavement

BID PRICES

Item No.	Item Description	Bid Quantity	Units	Unit Price		Total Price	
1	Inlet Protection Unit price _____ dollars & _____ cents, per each	4	EA				
2	Tracking Pad Unit price _____ dollars & _____ cents, per square yard	2,000	SY				
3	Silt Fence Unit price _____ dollars & _____ cents, per lineal foot	1,500	LF				
4	Ditch Checks Unit price _____ dollars & _____ cents, per each	1	EA				
5	Clearing & Grubbing Unit price _____ dollars & _____ cents, lump sum	1	LS				
6	Common Excavation Unit price _____ dollars & _____ cents, lump sum	1	LS				
7	Imported Fill Unit price _____ dollars & _____ cents, lump sum	1	LS				
8	Sanitary Manhole Adjustment Unit price _____ dollars & _____ cents, per each	4	EA				
9	MMSD Manhole Adjustment Unit price _____ dollars & _____ cents, per each	1	EA				
10	Storm Sewer Removal Unit price _____ dollars & _____ cents, per lineal foot	60	LF				

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11	Remove Culvert Unit price _____ dollars & _____ cents, per each	6	EA		
12	Storm Inlet Unit price _____ dollars & _____ cents, per each	4	EA		
13	Storm Sewer, 12-inch RCP CL V Unit price _____ dollars & _____ cents, per lineal foot	35	LF		
14	Storm Sewer, 18-inch RCP CL III Unit price _____ dollars & _____ cents, per lineal foot	48	LF		
15	Storm Sewer, 21-inch RCP CL III Unit price _____ dollars & _____ cents, per lineal foot	9	LF		
16	Storm Sewer, 24-inch RCP CL III Unit price _____ dollars & _____ cents, per lineal foot	153	LF		
17	18" Flared End Section Unit price _____ dollars & _____ cents, per each	1	EA		
18	24" Flared End Section Unit price _____ dollars & _____ cents, per each	1	EA		
19	Saw Cut Pavement Unit price _____ dollars & _____ cents, per lineal foot	100	LF		
20	Crushed Aggregate Base Course Unit price _____ dollars & _____ cents, per ton	1,150	Ton		
21	5" Concrete Sidewalk Unit price _____ dollars & _____ cents, per square foot	4,846	SF		

Item No.	Item Description	Bid Quantity	Units	Unit Price	Total Price
22	Detectable Warning Fields Unit price _____ dollars & _____ cents, per square foot	40	SF		
23	31" Mountable Concrete Curb & Gutter Unit price _____ dollars & _____ cents, per lineal foot	1,860	LF		
26	3" HMA 9.5mm E-0.3 Asphalt Path Unit price _____ dollars & _____ cents, per ton	48	Ton		
27	Heavy Riprap Unit price _____ dollars & _____ cents, per cubic yard	51	CY		
28	Coffer Dam Unit price _____ dollars & _____ cents, per each	4	EA		
29	Turbidity Barrier Unit price _____ dollars & _____ cents, per square foot	600	SF		
30	Sodding Unit price _____ dollars & _____ cents, per square yard	900	SY		
31	Temporary Seeding Unit price _____ dollars & _____ cents, per square yard	6,000	SY		
32	3" Topsoil, Seed & Fertilizer Unit price _____ dollars & _____ cents, per square yard	15,400	SY		
33	Erosion Mat Class I, Type B Unit price _____ dollars & _____ cents, per square yard	8,700	SY		
34	Mulching Unit price _____ dollars & _____ cents, per square yard	6,700	SY		

Item No.	Item Description	Bid Quantity	Units	Unit Price	Total Price
35	Conspan Structure with Wingwalls Unit price _____ dollars & _____ cents, lump sum	1	LS		
36	8'x5' Concrete Box Culvert with End Sections Unit price _____ dollars & _____ cents, per lineal foot	172	LF		
37	Structural Backfill Unit price _____ dollars & _____ cents, per cubic yard	190	CY		
38	Railing Unit price _____ dollars & _____ cents, per lineal foot	324	LF		
39	Remove Existing Street Light Unit price _____ dollars & _____ cents, per each	2	EA		
40	Street Light. Unit price _____ dollars & _____ cents, per each	8	EA		
41	Lighting Cable-In-Duct Unit price _____ dollars & _____ cents, per lineal foot	870	LF		
42	Traffic Control Unit price _____ dollars & _____ cents, lump sum	1	LS		
43	7" Concrete Pavement Unit price _____ dollars & _____ cents, per square yard	2464	SY		

TOTAL BID (Items 1 through 23 and 26 through 43 inclusive):

\$ _____

DETAIL SPECIFICATIONS

I. GENERAL

A. INTRODUCTION

These specifications govern the proposed improvements for Weatherly Drive reconstruction; including site grading, asphalt or concrete pavement, asphalt pathway, storm sewer and Conspan structure, box culverts, street lights, erosion control and grass restoration.

All work performed and all materials supplied under this contract shall conform to the Contract Documents and to all specifications, codes and ordinances either referred to or established by law.

B. APPLICABLE SPECIFICATIONS

The following specifications shall be applicable to all construction under this project:

1. General Specifications of the Department of Engineering, City of Oak Creek, dated 1959, hereinafter referred to as the General Specifications in these Detail Specifications.
2. Oak Creek Engineering Design Manual, dated October, 1997, hereinafter referred to as the Design Manual in these Detail Specifications.
3. Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition (December 22, 2003), hereinafter referred to as the Standard Specifications in these Detail Specifications.
4. State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2013 Edition, and the latest Supplemental Specifications, hereinafter referred to as the State Specifications in these Detail Specifications.
5. Manual on Uniform Traffic Control Devices, 2009 Edition with the latest revisions.
6. These Detail Specifications.
7. The Construction Plans.

Copies of the aforementioned General, Standard, State Specifications, and Design Manual are on file at the City of Oak Creek Engineering Department for use and reference on the premises by prospective bidders and by the Contractor.

The Detail Specifications and the Construction Plans cover items, corrections, deletions or additions to the above-listed specifications and take precedence over all portions those specifications that may be in conflict herewith.

Any conflict between the various specifications and the Construction Plans shall be brought to the attention of the Engineer by the bidders and/or the Contractor. Where such conflict may exist, the Engineer shall have the sole authority to exercise a decision as to the meaning of the bidding and contract documents.

Reference shall also be made to the Instructions to Bidders of the Bid and Contract Documents.

C. CONTROL OF CONSTRUCTION OPERATIONS

1. Scheduling Work

The Contractor will not be permitted to start other parts of the project until previously started parts are fully completed or continuous work, in the opinion of the Engineer, is being done to fully complete the previously started parts. However, the Contractor may, with the approval of the Engineer, start a second crew with a second foreman on other portions of the project. (Refer also to Sections 1.2.2 and 1.3.21 of the Standard Specifications.)

Also, at any time during the execution of the contract that the Contractor either suspends or returns to work, he must notify the City Engineer of his intentions at least three working days in advance of said suspension or return to work.

2. Maintenance of Public Safety and Convenience

The Contractor shall provide for the placing of necessary detour signs, flagmen, barricades, warning lights and warning and informational signs to provide for the safety and convenience of the public prior to starting of any of the work.

All such devices shall comply with the federal Manual on Uniform Traffic Control Devices. The cost for installation and maintenance of the traffic control devices shall be merged into the various bid items.

3. Access to Properties

The Contractor shall provide for access to the properties abutting the work site area in accordance with Section 1.7.7 of the Standard Specifications. In addition, the operations shall be

conducted in such a manner that the street at all times shall be maintained with at least one lane of roadway open for vehicular access, and all-abutting properties shall be provided with vehicular access at all times.

4. Haul Roads and Storage Areas

The Contractor shall be required to submit a plan indicating his intended location of haul roads and storage areas for equipment and materials. Such plan shall be presented at the pre-construction meeting and shall be subject to the approval of the Engineer. Any subsequent proposed changes to the approved plan shall be submitted to the Engineer for approval prior to implementation of the change. Construction traffic shall be permitted only on areas as approved. All areas used for haul roads and storage shall be subject to restoration by the Contractor to the condition prior to the start of work under this contract, with no additional cost to the City.

II. NOTICES AND PERMITS

A. GENERAL UTILITY NOTIFICATION

Please Note: Section 66.047 of Wisconsin Statutes makes it mandatory that:

"It shall be the duty of every public service corporation, whenever a temporary protection of, or temporary change in its structures, located upon, over, along or under the surface of any public street or highway is deemed by the commissioner of public works, or other such duly constituted authority, to be reasonably necessary to enable the accomplishment of such work, to so temporarily protect or change its said structures; provided that such Contractor shall give at least 2 days notice of such required temporary protection or temporary change to such corporation."

The Contractor shall refer to Chapter 1.2.0 of the Standard Specifications, in regard to necessary notices and permits required. These provisions shall be strictly adhered to at the start of any part of the project. In particular, the following requirements shall apply.

B. NOTIFICATION TO WE ENERGIES

In accordance with the provisions of the Wisconsin State Statutes, with regard to the maintenance of a certain clearance from energized conductors and with regard to notification where work might affect public utility facilities, it is the requirement herein that the Contractor shall be responsible for and duty-bound to notify the we energies in writing in advance of work to be done near power facilities. Such notice shall be directed to:

Supervisor of Budget Engineering
WE Energies
4800 W. Rawson Avenue
Franklin, WI 53132
Phone: (414) 423-5000

Emergency or additional notification, if any is required during construction, shall be done by contacting their office at (414) 221-3700.

C. NOTIFICATION TO WE ENERGIES - GAS OPERATIONS

The Contractor shall notify the WE Energies - Gas Operations of the construction schedule as it affects said gas company as prescribed by the Wisconsin State Statutes. Written notice shall be directed to:

WE Energies - Gas Operations
4800 W. Rawson Avenue
Franklin, WI 53132
Phone: (414) 423-5050

D. NOTIFICATION TO AT&T

The Contractor shall notify AT&T of his construction schedule as it affects said telephone company as prescribed by the Wisconsin State Statutes. Written notice shall be directed to:

AT&T
Cable Location Plant
435 S. 95th Street
Milwaukee, WI 53214

Additional notification, if any is required during construction, shall be done by contacting their office by phone at (262) 896-7434.

E. NOTIFICATION TO TIME-WARNER CABLE

The Contractor shall notify Time-Warner Cable of his construction schedule as it affects said cable communications company as prescribed by the Wisconsin State Statutes. Written notice shall be directed to:

Time-Warner Cable
5475 W. Abbott Avenue
Greenfield, WI 53220

Additional notification, if any is required during construction, shall be done by contacting their office by phone at (414) 282-6300.

F. NOTIFICATION TO CITY'S STREET, FIRE, AND POLICE DEPARTMENTS AND OAK CREEK WATER AND SEWER UTILITY

Prior to starting construction within any street, three days' written notice shall be given to the following departments:

1. Street Department, 800 W. Puetz Road, 570-5682
2. Fire Department, 7000 S. 6th Street, 570-5630
3. Police Department, 301 W. Ryan Road, 762-8200
4. Oak Creek Public Schools, 7630 S. 10th Street, 768-6236
5. Oak Creek Water & Sewer Utility, 170 W. Drexel Avenue, 570-8210

G. CITY OF OAK CREEK WATER USE PERMIT

The Contractor will be permitted to use the City water supply where available for incidental uses providing a permit is first obtained from the Oak Creek Water and Sewer Utility, Utility Manager, 170 W. Drexel Avenue, Oak Creek, Wisconsin. An appropriate charge for water usage, as determined by the Utility Manager, shall be charged to the Contractor, the cost of which shall be considered incidental to the contracted work. If the charges are not paid by project close-out, the amount of said charges shall be deducted from the final contract payment.

H. WORK IN EASEMENTS

A portion of the work may be performed in an easement or by right-of-entry upon private lands. The requirements of Sections 1.7.13 and 1.7.14 of the Standard Specifications and the special provisions of these specifications, if any, shall be adhered to.

I. WDNR WETLAND AND WATERWAY PERMIT

A portion of the work is covered under a statewide general permit WDNR-GP2-2012 contained at the end of these specifications. The contractor is responsible for complying with the permit conditions. The contractor shall notify the DNR prior to starting construction and keep a copy of the permit coverage letter and approved plan at the project site until at least five days after construction.

WDNR Transportation Liaison: Kristina Betzold (414)263-8517

J. ARMY CORPS OF ENGINEERS PERMIT

A portion of the work is covered under a ACOE general permit GP-002-WI contained at the end of these specifications. The contractor is responsible

for complying with the permit conditions.

III. CONTRACTOR'S INSURANCE

A. GENERAL

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the city and insurance certificates have been filed with the City, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved in accordance with Section 1.8.4 of the Standard Specifications and these Detail Specification provisions.

B. COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation Insurance of all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate insurance coverage for the protection of his employees not otherwise protected.

C. PUBLIC LIABILITY, PROPERTY DAMAGE AND CONTRACTUAL LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract, public liability, property damage, and contractual liability insurance in the following minimum amounts:

Bodily Injury	\$1,000,000 per occurrence \$1,000,000 aggregate
Property Damage	\$500,000 per occurrence \$500,000 aggregate

These policies shall protect the Contractor and any Subcontractor performing work covered by this contract from the claims and damages for personal injury, including accidental death, as well as claims for property damage, which may arise from the performance of the work or under the hold-harmless and indemnifying clauses which are a part of this contract. The said policies are to cover not only the Contractor or Subcontractor but also any other directly or indirectly employed by either of them.

D. INSURANCE AGAINST THE FOLLOWING SPECIAL HAZARDS

The following respective amounts shall be procured by the Contractor or Subcontractor before the commencement of any operation by the Contractor, or the happening of any circumstances creating or tending to create the particular special hazard:

<u>Type</u>	<u>Amount</u>
Operating of elevators or hoists	\$25,000.00
Use and operation of automobiles and truck	\$25,000.00
Structural alterations or demolitions	\$25,000.00
Undermining adjacent structures	\$10,000.00
Blasting operations	\$10,000.00
Operation of excavating machinery in streets and highways	\$10,000.00
Operation within other public or private right-of-way (including railroad right-of-way).....	As Required

IV. PERFORMANCE BOND AND GUARANTEE

The Contractor will be required to furnish a satisfactory performance bond in the amount of 100% of the contract. The Contractor shall pay the total cost of this bond. Such bond shall be executed by an authorized surety company and shall remain in full force and effect for a period of one year after the final payment for the work to guarantee workmanship and materials.

The Contractor shall agree and guarantee that the material and workmanship supplied by him shall be free from all defects, and strictly in accordance with the plans and specifications, at the time of its completion and acceptance by the municipality, and for a time of one year thereafter, the Contractor agrees to forthwith repair the same upon notification by the municipality using the same material required by these specifications. In case the Contractor shall fail to make such repairs or cause the same to be made, the Contractor agrees and guarantees to pay on demand the cost thereof, to said municipality upon the completion of such repairs, and the Contractor further agrees and guarantees to pay for all labor and material used in or about the construction of said work in his contract, which may become a lien or a claim against the municipality. Such agreement and guarantee shall be made a part of the contract, and the fulfillment thereof shall be secured by the bond of the Contractor.

V. METHOD OF PAYMENTS

Payments will normally be made monthly throughout the progress of the work, provided the work completed is substantial enough in the opinion of the City Engineer.

Such payments shall be in accordance with Section 66.0901 (9) (b) of the State Statutes which states that the City,

"from time to time, shall grant to the contractor an estimate of the amount and proportionate value of the work done, which entitles the contractor to receive the amount of the estimate, less the retainage, from the proper fund. The retainage shall be an amount equal to not more than 5% of the estimate until 50% of the work has been completed. At 50% completion, further partial payments shall be made in full to the contractor and no additional amounts may be retained unless the architect or engineer certifies that the job is not proceeding satisfactorily, but amounts previously retained shall not be paid to the contractor. At 50% completion or any time after 50% completion when the progress of the work is not satisfactory, additional amounts may be retained but the total retainage may not be more than 10% of the value of the work completed."

Final payment, including the balance of the retainage, shall be made at the final acceptance of the work.

Compliance with the following portion of Section 66.0901 (9) (b) of the State Statutes shall be provided at the discretion of the City Engineer.

"Upon substantial completion of the work, an amount retained may be paid to the contractor. When the work has been substantially completed except for work which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the municipality are valid reasons for non-completion, the municipality may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the work still to be completed or may pay out the entire amount retained and receive from the contractor guarantees in the form of a bond or other collateral sufficient to ensure completion of the job. For the purposes of this section, estimates may include any fabricated or manufactured materials and components specified, previously paid for by the contractor and delivered to the work or properly stored and suitable for incorporation in the work embraced in the contract."

VI. CONSTRUCTION MATERIALS

A. ASPHALTIC CONCRETE PAVEMENT

1. Materials

All materials shall be provided in conformance with the following sections of the State Specifications.

General Requirements for Asphaltic Pavements	Section 450
Asphaltic Materials	Section 455
Hot Mix Asphalt (HMA) Pavement	Section 460
Asphaltic Surfaces	Section 405

The asphalt pavement shall be WDOT Type E-1.

The lower course shall have a nominal aggregate size of 19 mm and asphaltic cement with a performance graded designation of either PG 58-28.

The upper course shall have a nominal aggregate size of 12.5 mm and asphaltic cement with a performance graded designation of PG 64-22.

The asphalt path shall be WDOT Type E-0.3 and have a nominal aggregate size of 9.5mm and asphaltic cement with a performance graded designation of PG 64-22.

Section 460.2.5 of the State Specifications regarding use of reclaimed asphaltic pavement materials shall apply.

2. Contractor Testing for Asphaltic Concrete Pavement

- a. At the preconstruction meeting, Contractor shall submit to the City a proposed HMA mix design for the project. The mix design shall be based on parameters outlined in these Detail Specifications. The mix design shall be signed by a certified WDOT HTCP mix design technician.
- b. The Contractor shall be required to maintain an in-house HMA Quality Control Program. For each mix produced, one HMA sample shall be tested once per paving day. Each sample shall be tested for gradation and air voids. The average of all tests shall comply with the following specifications when compared to the HMA mix design:

19.0 mm	± 5%
12.5 mm	± 5%
9.5 mm	± 5%
Air Voids	± 1.3%

- c. For each mix produced, the Contractor shall submit to the City an asphalt binder ticket to verify binder grade, and allow City's representative to retrieve one asphalt binder sample for independent testing by the City. Costs of these tests shall be the responsibility of the City. Contractor to provide the one-quart can and label.
- d. The Contractor shall be required to furnish a nuclear density machine with a qualified operator to verify field compactor. Testing shall be performed the day of placement. There shall be a minimum of five density tests for every 200 ton placed. The five tests shall be taken across the width of the mat at a location

determined by the Engineer. The average of those five tests shall meet minimum required density conforming to Table 460-3 of the State Specifications.

The City shall administer paving density disincentives in conformance with Section 460.5.2.2 of the State Specifications.

B. CRUSHED AGGREGATE

1. Crushed Aggregate Base Course (dense-graded)

The crushed aggregate base course shall be crushed limestone or City-approved crushed concrete. All material, construction, and compaction for crushed aggregate, Base Aggregate Dense 1¼", per Section 305 of the State Specifications.

The crushed aggregate shall be utilized in the construction of compacted aggregate subbase for all concrete and asphalt pavements.

2. Bedding Material

This material shall be crushed limestone or City-approved crushed concrete to be used as bedding and cover for storm sewer installation. The crushed stone shall conform to Section 8.43.2, Table 32 of the Standard Specifications (3/8" stone chips).

3. Stone Tracking Pad

This material shall be 3" to 6" crushed limestone or City-approved crushed concrete with no fine aggregate component.

Tracking pad shall be installed as a 50'L x 20'W pad to a thickness of 12" as shown on the plan and shall be maintained as needed to remain functional.

4. Riprap

a. The riprap shall be in accordance with Section 606 of the State Specifications for *Heavy Riprap*. The material shall be durable field or quarry stone only, not broken or crushed concrete, placed to a bed thickness of 24".

b. The riprap shall be placed on a subgrade lined with Type HR geotextile fabric in accordance with Section 645.3.7. of the State Specifications.

c. Refer to the detail drawing on the plan.

C. CONCRETE MATERIALS

The materials provided under this contract shall conform to Section 501 of the State Specifications. The concrete shall be made with six (6) sacks of Portland cement per cubic yard of concrete, meeting the mix formula for Grade A, A2, or A3, with a slump of 2"-3". *Grade A-FA concrete may be used between May 15 and October 15.*

1. Air Entrainment - Air entrainment shall be between 5 and 7 percent.
2. Air Entraining Cements and Admixtures - Type IA, IIA cements may be used in Grades A2 and A3 concrete and Type IIIA cement may be used in the Grade A concrete to provide the required air entrainment. When authorized by the City Engineer, an approved air-entraining agent may be added to the mix to provide the specified air content.
3. Concrete Strength Requirements and Tests - The compressive strength of the concrete shall be not less than 3,500 pounds per square inch (psi) when tested 28 days after placing.

City inspection personnel shall perform continuous concrete quality testing at no cost to the Contractor. Such tests shall include slump test, air content and casting of test cylinders for strength verification. Contractor shall cooperate fully to provide the representative concrete required for the tests.

Cylinders for strength tests shall be made in accordance with ASTM Method C31. Three cylinders shall be made for each test and one test shall be made for each 100 cubic yards of concrete or fraction thereof placed on any day and at least two tests shall be made for each strip of pavement constructed on a day on each street.

Cylinder strength shall be determined in accordance with ASTM Method C39. One cylinder of each set shall be tested at seven days and the other two cylinders of each set shall be tested at 28 days.

To conform to the requirements of this specification, the average of all 28-day strength tests, as well as the average of any two consecutive 28-day strength tests shall be equal to or greater than the specified strength and no 28-day test shall have a value of less than 90% of the specified strength.

Where it has been determined by laboratory testing that the concrete does not meet requirements, additional tests shall be taken to substantiate the lab tests by removing and testing cores taken from the concrete pavement in place. These tests shall be

performed at full cost to the Contractor.

If results of the cylinder and core tests disclose compressive strength or thickness not in compliance with the contract requirements, the Contractor shall, at no cost to the City, promptly replace such concrete as directed by the City Engineer even though the final payment on the contract may have been paid to the Contractor.

4. Felt Expansion Joint - All felt expansion joint material shall be full-depth, ½" thickness, and conform to Subsection 415.2.3 of the State Specifications.
5. Concrete Curing – Liquid curing compound per Subsection 415.2.4 (1) of the State Specifications.

D. PAVEMENT TIES

Pavement tie bars for curb & gutter and pavement shall be 12" in length, No. 4 deformed, epoxy-coated, steel bars in conformance with Subsection 505.2.6.3 of the State Specifications. Tie bars shall be drilled 6" into existing concrete.

E. SPECIFICATIONS FOR TOPSOIL

The site shall be restored using salvaged topsoil from the site. Salvaged topsoil shall be thoroughly raked and reasonably free of debris, twigs and rocks. Strict adherence to Section 625 of the State Specifications shall be required. No hydroseeding shall proceed prior to the City's acceptance of the prepared seed bed.

F. MATERIALS FOR GRASS RESTORATION

1. Fertilizer

Fertilizer shall be Type "B", applied at a rate of 7 pounds per 1000 square feet in accordance with Section 629 of the State Specifications. The fertilizer may be added to the tank in the hydroseeding operations.

2. Hydroseeding

Seed mixture and Method B construction methods shall conform to Section 630 of the State Specifications. State seed Mixture No. 40 shall be applied at a rate of 4 pounds per 1000 square feet.

3. Hydromulch

Hydromulch shall be "Applegate" paper mulch, "SoilGuard" fiber, or

other City-approved equal product.

4. Erosion Mat

Erosion Mat shall be in accordance with Section 628 of the State Specifications, secured in place.

G. ADA CURB RAMPS

ADA curb ramp “truncated dome” detectable warning fields (2’x4’, natural unpainted) shall be in compliance with current ADA standards. Neenah Foundry Detectable Warning Plates, or approved equal will be allowed.

H. STORM SEWER

1. Storm inlets shall be precast concrete (5” wall thickness), 24”x30” inside dimensions and Neenah R-3501-R frame and grate. Storm structures shall have a field-poured or precast bench. For curb inlets, rim grades on the plan refer to gutter grade.
2. Storm sewer pipe shall be reinforced concrete pipe (RCP), minimum class III, meeting the requirements of ASTM C-76, with rubber gasket joints.
3. Flared end sections shall be reinforced concrete.
4. Utility trench bedding, cover, and trench backfill shall conform to Chapter 8.43.0 of the Standard Specifications. Where indicated on the plan for stone backfill, the material shall consist of mechanically compacted 3/8” crushed stone chips in compliance with Section 8.43.2, Table 32 of the Standard Specifications. Mechanical compaction shall comply with the requirements of Section 2.6.14(b).
5. Standard brick and mortar pipe connections at storm structures.
6. In lieu of the need for tracer wire, the City shall locate and document underground storm pipe locations through the use of GPS.

I. MATERIALS FOR BOX CULVERTS

The box culvert shall be precast reinforced concrete. The loading, design methods and materials shall comply with ASTM C1433. The box culvert shall be constructed in accordance to State Specifications Sections 503, 504 and 505.

VII. CONSTRUCTION DETAILS

A. COMPLIANCE WITH SPECIFICATIONS

The Contractor shall comply fully with the specifications and perform all

operations to the extent that satisfactory work will result. A representative of the City of Oak Creek will provide ongoing inspection of the work as it progresses to ensure full compliance with the specifications. The Inspector shall notify the City Engineer of any noncompliance and have authority to stop any work that is not in conformance with the specifications so that an Engineer may investigate such noncompliance.

Any work performed after the work has been ordered stopped by the Inspector shall not be considered as work performed under the contract, and consequently will not be accepted by the City nor allowed in any monthly or final payment until corrected to the satisfaction of the City Engineer.

B. LOCATION - STAKING

The line for each facility will be located as shown on the plan and will be staked out once by the City Engineering Department. If necessary to pass an existing obstruction, the Engineer may shift the line to avoid such obstruction.

The Contractor must protect all stakes and bench marks from disturbances until permission is given to remove them. A width of not less than 2' on each side of the line on which stakes are located shall be kept free from obstruction. Additional staking required due to damage or removal shall be at the Contractor's expense.

C. MATERIAL ENCOUNTERED

It is the Contractor's responsibility to determine for himself the character, nature, type and condition of materials likely to be encountered in the proposed work. The submission of a proposal for the work herein shall in itself be accepted as evidence that the Contractor has examined the site of all work, made borings, investigations and/or studies of all conditions and provided for all such conditions in his proposal.

No variation from the price named in the proposal will be made or allowed whether the material through which excavations are to be made are hard, soft, wet, or dry.

Any and all necessary dewatering shall be in accordance with Chapter 2.2.13 of the Standard Specifications.

D. EROSION CONTROL AND GROUND COVER

Pursuant to City Code, construction activities are required to comply with erosion control and ground cover requirements. For public works construction, specifically, the following construction activity requirements are applicable:

1. Those involving grading, removal of protective ground cover or

vegetation, excavation, landfilling or other land disturbing activity affecting a surface area of 4,000 square feet or more;

2. Those involving excavation or filling or a combination of excavation and filling affecting 400 cubic yards or more of dirt, sand or other excavation or fill material;
3. Those involving street, highway, road or bridge construction enlargement, relocation or reconstruction;
4. Those involving the laying, repairing, replacing or enlarging of an underground pipe facility for a distance of 300' > or more.

To address the requirements, the Contractor shall provide for the implementation of the control measures as may be specified on the construction plans and in these Detail Specifications.

E. DISTRIBUTION OF EXCESS EXCAVATED MATERIAL

The disposal of all surplus excavated and removed materials shall be the responsibility of the Contractor, shall be at the Contractor's expense and if disposed of within the limits of the City of Oak Creek, shall comply with the following regulations. Prior to the start of construction, the Contractor shall indicate the location at which the surplus excavated material will be disposed of.

The placement of fill on private lands located in the City of Oak Creek is under City regulation, in accordance with the Municipal Code. The disposal of surplus excavated materials, including that derived from public works construction, is subject to compliance with this Code. The Code generally provides for only the following forms of landfilling:

1. When the fill comprises less than 1,000 cubic yards and is to be placed on a parcel of land of one acre or less in size. An application shall be made to the City Engineer for a permit, on a one-time-only basis. An erosion control permit and the accompanying fee are required.
2. Shoreline erosion control, whereby a license must be applied for and granted prior to landfilling activity being undertaken.
3. On a site, where fill may be needed in conjunction with building construction and where a building permit is in effect.
4. On City-owned property, subject to plans approved by the Common Council.
5. On a site where a landfill license is in effect.

F. EARTHWORK

This work shall include all required excavation of earthen material, loading,

hauling and on-site placement of material necessary to meet proposed contours. The plan has an estimated 5,400 CY of common excavation and 4,800 CY of imported fill.

It shall further include shaping and fine grading to proposed subgrade and adequate compaction thereof. The work shall be completed in accordance with Section 207 of the State Specifications. Fill material shall be relatively free of deleterious, organic and frozen matter, and shall have a maximum Liquid Limit (ASTM D-423) of 30 and Plasticity Index (ASTM D-424) of 10, unless specifically tested and found to have low expansive properties and approved by an experienced soils engineer.

All areas that are to be paved are considered to be areas requiring structural fill and thus shall require "special compaction" in accordance with Sections 207.3.6.3 and 207.3.6.4 of the State Specifications (proof-roll in lieu of compaction testing). Areas lying outside of the proposed pavement areas shall require "standard compaction" per Section 207.3.6.2 of the State Specifications.

Proposed grades shall not be allowed to be raised within the known floodplain portion of the site.

G. SALVAGED TOPSOIL

This work shall include the stripping and stockpiling of the existing site topsoil. It is to be understood that existing vegetative cover, generally consisting of light brush and natural grasses, will be stripped as well during these operations. Trees will be cleared and grubbed under a separate contract work item.

Structural areas must be stripped of all topsoil and organic matter before construction to proposed pavement subgrade. Nonstructural areas that can be brought to proposed grade without removal of the full thickness of existing topsoil will not need all topsoil stripped so long as enough topsoil remains in place so that an adequate seed bed can be prepared.

This work shall also include the respreading of the salvaged topsoil to a minimum depth of 4". If necessary, the topsoil can be placed to a greater depth in nonstructural areas.

No topsoil shall be allowed to be removed from the site.

H. CLEARING & GRUBBING

This work shall include the complete removal of the trees and stumps in accordance with Section 201 of the State Specifications. All wood shall become the property of the contractor and the contractor shall be responsible for its removal from the site.

I. SAW CUTTING

Saw cutting shall be completed through the use of a machine specifically

designed to cut pavements. No portable hand-held saws will be allowed. All cuts shall be straight and unbroken for their entire length.

1. Saw cuts at pavement removal limits shall be made to the full depth of the existing pavement.
2. Control joint sawing shall be to 1.5" depth.

J. ASPHALTIC CONCRETE PAVEMENT

Refer to plan for typical asphalt pavement sections.

Asphaltic materials may only be placed when the air temperature approximately 3' above ground at the site of work, in the shade and away from the effects of artificial heat, is a minimum 35° F and rising.

All work shall be performed in conformance with the appropriate sections of the State Specifications and these Detail Specifications.

Construction of all middle and upper lifts shall include the removal of loose material and the sweeping or cleaning of dust, dirt, debris and other foreign matter from the road prior to application of the tack coat.

Tack coat, required between asphalt lifts, shall be applied at a rate of 0.025 gallons per square yard after dilution in conformance with Section 455.3.2 of the State Specifications.

K. DAMAGE TO EXISTING FACILITIES

The Contractor shall be responsible for protection of all existing facilities. Any damage to a facility due to Contractor's negligence shall be repaired or replaced by the Contractor at the direction of the Engineer without cost to the City.

L. TRAFFIC CONTROL AND WARNING DEVICES

The work under this section shall include furnishing, placing, maintaining, and removal of all traffic control and warning devices in accordance with Section 643 of the State Specifications and with the Manual of Uniform Traffic Control Devices, except as amended by the plans and these Detail Specifications.

M. SUBGRADE PREPARATION

It is the responsibility of the Contractor to maintain a drained subgrade. In areas where the excavation collects or ponds water, the excavation shall be pumped dry immediately at the Contractor's expense. Any unsuitable material which results from standing water shall be replaced or undercut at the direction of the City and at the Contractor's expense.

VIII. RESTORATION IN THE WORK AREA

A. GENERAL

Upon completion, the Contractor shall remove all debris, surplus materials, and return the surface of the street or right-of-way and all other places disturbed or affected by the work to a condition at least comparable to that existing before starting the work and shall maintain it in such condition until its final completion and acceptance. The restoration shall include placement of topsoil, seed, fertilizer and mulch on grass areas and incidental pavement repair of adjacent streets and driveways. Final payment for any installation will not be made until this restoration has been completed and accepted.

Acceptance or approval of any work by the City Engineer shall not prevent the City from asserting a claim against the Contractor and his surety under the surety bond required hereunder for incomplete or defective work if discovered within twelve months from the acceptance of the completed work. The City Engineer's presence during the performance of any excavation work shall not relieve the Contractor of his responsibilities hereunder.

Included in the restoration shall be any damage to drainage ways and culverts. The Contractor is required to implement erosion control techniques where necessary.

B. INTERIM RESTORATION

Under the interim restoration, the Contractor shall provide for:

1. Furnishing and placing crushed stone in all settlements, potholes, and temporary excavations, and for temporarily ramping for vehicular access at driveways and project limits.
2. Shaping the surface as required providing adequate drainage and safe conditions for vehicular traffic.
3. Apply such liquid materials for dust control or solidification of the surface as approved by the Engineer.

Such restoration and maintenance shall be the responsibility of the Contractor and shall be considered incidental to the various bid items and contract price.

C. RESTORATION OF GRAVELED SURFACES

The Contractor shall be required to restore all graveled surfaces, which were disturbed during construction, with traffic bond granular materials. Materials and installation shall conform to Section 305 of the State Specifications.

D. RESTORATION OF LAWNS, GRASS AREA AND DITCH

The Contractor shall be required to repair, re-seed, and/or replant all established

lawns damaged in public right-of-way during the course of construction to a condition equal to or better than the condition at the commencement of his work, in accordance with Type "C", Lawn Replacement of Chapter 2.7.4 of the Standard Specifications.

E. CITY'S RIGHT TO RESTORE SURFACE

If the Contractor shall have failed to restore the surface to its specified condition upon the expiration of the time fixed by such contract or shall otherwise have failed to complete the work covered by the contract, the City Engineer shall have the right to use city forces to do all the work necessary to restore the work area. The Contractor shall be liable for the actual cost thereof, plus 25% for general overhead and administrative expenses. Compensation for the amount of such costs shall become due to the City and credit for such amount shall be applied against any funds that may be due to the Contractor. If final payment under the contract has already been made, the Contractor shall be directly billed for the amount due. As a last resort, the City will enforce compensation for costs it has incurred through collection from the Contractor's surety.

IX. CLEAN-UP AND FINAL INSPECTION

The Contractor shall have thorough and systematic clean-up operations follow closely behind the construction work. He shall, at his own expense, remove and properly dispose of all water, dirt, rubbish or any other foreign substances. Any defects of any nature whatsoever shall be promptly corrected at his own expense. Notice to begin final cleaning and repairs, if such is needed, will be given by the Engineer and shall be complied with by the Contractor.

The Engineer will make an inspection of the work during the progress of final cleaning and repairing and the Contractor shall keep any work so inspected clean until the final inspection by the Engineer and the acceptance of the entire work. When the Contractor has finally cleaned and repaired the work, he shall notify the Engineer that he is ready for final inspection and the Engineer will thereupon inspect the work.

If the work is not found satisfactory, the Engineer may require further cleaning and repairing and when these are completed will again inspect the work. In no case will the final payment be made until the Contractor has complied with all the requirements set forth and the Engineer has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily constructed in accordance with the plans and specifications and contract, and that such work is ready for his final inspection and acceptance by the City (see Section 1.5.2 - Page 17 of the Standard Specifications).

The routing of all punch lists on remaining items that require attention shall be between the City Engineer and the Contractor or his authorized project coordinator.

X. PROTECTION AND RESTORATION OF PROPERTY

A. UNDERGROUND

The Contractor shall protect, repair and restore any underground drain lines, conduit,

culverts, etc., encountered in the progress of the work and shall be responsible for the protection and replacing of any utilities encountered or damaged during construction, at no cost to the City.

B. SURVEY CORNERS AND ABOVE SURFACE OBSTRUCTIONS

This special provision describes the contractor performed staking required for the entire project. Work to include, but is not limited to, horizontal and vertical position for silt fence, subgrade, bridge abutments, building footing, build location, storm sewer, utility adjustments, base, curb, gutter, electrical installations, conduit, light pole bases, slope stakes, supplemental control and any other survey staking required by the contractor, to the dimension, elevations, and locations shown on the plans.

XI. TIME OF COMPLETION

Commencement of the work shall be subject to a pre-construction meeting with the City Construction Engineer and his subsequent Notice to Proceed.

- A. All work, including restoration, shall be completed no later than November 20, 2015.
- B. All work, including restoration, shall be completed within a 150 consecutive calendar day window between the Notice to Proceed and November 20, 2015.
- C. The Conspan structure shall be constructed between June 15 and February 28 of the calendar year per the WDNR permit.
- D. No work will be allowed on Sundays or City holidays.

It shall be understood by the Contractor that the date of starting construction and the date of completion of the work to be done hereunder are essential conditions of this contract, and it is further understood and agreed that the work shall be commenced as aforementioned.

The Contractor agrees that the work shall be pursued regularly, diligently, and uninterruptedly at such rate of progress as will assure completion of the work on the dates stated in this section of these Detail Specifications.

XII. EXTENSIONS OF TIME

Extensions of time may be allowed by the City for reasonable delays due exclusively to causes beyond the control and without the fault of the Contractor including but not restricted to extra work or supplemental contract work added to the original contract, fires, strikes, floods, accidents and unreasonable delays in receiving ordered materials and equipment.

All requests for extensions of time shall be presented in writing to the City Engineer within ten calendar days after the occurrence of the claimed delay, accompanied by all necessary supporting data, and, if based on valid grounds will be considered by the City and such extensions of time shall be granted as may seem to be fair and reasonable.

However, no claims will be considered when based on delays caused by conditions existing at the time bids were received and of which the Contractor might be reasonably expected to have knowledge at the time of bidding, or upon delays caused by failure on the part of the Contractor to anticipate properly the requirements of the work contracted for as to the securing of needed materials, labor and equipment.

XIII. LIQUIDATED DAMAGES

When the work embraced in the contract is not completed within the times specified in the "Time of Completion" section of the Detail Specifications including restoration, as stated, and within such extra time as may be allowed by extensions, the Contractor shall pay to the City of Oak Creek the following sum for each and every calendar day that the time consumed in final completion exceeds the time allowed therefore, plus the engineering and inspection costs incurred during the time used beyond the allowed time:

Original Contract Amount		Daily Charge	
From More Than	To and Including	Calendar Day	Working Day
\$0	\$50,000	\$125.00	\$275.00
\$50,000	\$100,000	\$175.00	\$300.00
\$100,000	\$300,000	\$225.00	\$475.00
\$300,000	\$500,000	\$375.00	\$750.00
\$500,000	\$1,000,000	\$475.00	\$1,200.00
\$1,000,000	---	\$750.00	\$1,750.00

Completion of the work under this contract on the specified time schedules is necessary and vital to the City. Failure to complete the project on or before specified dates will result in loss of revenues, loss of timely use of the proposed facilities, delays, and possibly inflated costs for related or subsequent improvement installations, detrimental to the economic development of the City, as well as the additional cost of engineering expenses which will be required to be paid by the City.

Said sum in view of the difficulty of accurately ascertaining the loss which the City will suffer by reason of delay in completion is hereby fixed and agreed by the parties hereto as the liquidated damages that will be suffered by reason of such delay, and not as a penalty. The City will deduct and retain out of the monies which may become due hereunder, the amount of any such liquidated damages and in case the amount which may become due hereunder shall be less than the amount of liquidated damages suffered, the Contractor shall be liable to pay the difference upon demand by the City.

XIV. EXTRA WORK

Any work that is determined to be necessary by the City that is not covered under the construction contract shall be coordinated and authorized through a City-initiated contract change order and shall be administered in accordance with Section 109.4 of the State Specifications.

XV. PROPOSAL ITEMS

Contractor will be allowed to work only while there is an inspector at the site. Contractor must notify the City Engineer (Mike Simmons at 414-768-5859) at least one day prior to beginning any of the work under this contract. A construction inspector will be provided by the City at no cost to the Contractor; except that inspection time shall be charged to the Contractor in addition to the specified liquidated damages after he has exceeded his contractual time of completion (see Instructions to Bidders).

The bid price for each bid item shall include providing all materials, tools, labor, and equipment to complete the item ready for use. Unless otherwise provided for in the contract, it shall include all equipment and crew mobilizations, traffic control, erosion control, personal site safety devices (i.e. barricades, caution tape, etc.), site restoration to conditions equal to or better than pre-construction conditions, and general site clean up.

For all contract items that are to be paid based on ticketed tonnages, it shall be the Contractor's responsibility to confirm that the Inspector has received a copy of every delivery ticket. Tickets submitted to the City beyond 30 days from the material being placed shall not be considered for payment.

Contractor shall refer to the item listings below for additional details of the work included.

Item 1 – Inlet Protection

The unit bid and contract price for these items shall include all labor, materials, and equipment necessary to furnish, install, maintain, and to remove when no longer necessary, the storm inlet protection in accordance with the WDNR detail drawing.

- Type C inlet protection around all field inlets

These items shall be paid based on their respective contract unit price per each as verified and documented by the Inspector.

Item 2 – Tracking Pad

The unit bid and contract price for this item shall include all labor, materials, and equipment necessary to furnish, install, maintain, and to remove when no longer necessary, the stone tracking pad in the locations shown on the plan and/or as directed in the field by the Engineer.

Tracking pad shall be paid based on the contract unit price per square yard of tracking pad as measured and documented by the Inspector.

Item 3 – Silt Fence

The unit bid and contract price for this item shall include all labor, materials, and equipment necessary to furnish, install, maintain, and to remove when no longer necessary, the silt fence in the locations shown on the plan and/or as directed in the field by the Engineer.

Silt fence shall be paid based on the contract unit price per lineal foot installed as measured and documented by the Inspector.

Item 4 – Ditch Checks

The unit bid and contract price for this item shall include all labor, materials, and equipment necessary to furnish, install, maintain, and to remove when no longer necessary, the ditch checks in the locations shown on the plan and/or as directed in the field by the Engineer.

Ditch checks shall be paid based on the contract unit price per each installed as measured and documented by the Inspector.

Item 5 – Clearing & Grubbing

The unit bid and contract price for this item shall include all labor, materials, and equipment to complete the clearing and grubbing as shown on the plan. The work for this item shall include but may not be limited by the following:

- Clearing and grubbing in accordance with Section 201 of the State Specifications
- Removal of the of the wood from the site

This item shall be paid based on the contract lump sum price as verified by the Inspector.

Item 6 – Common Excavation

The unit bid and contract price for this item shall include all labor, materials, and equipment for completing the proposed earthwork. This item shall include but may not be limited by the following:

- Fine grading and compacting to proposed pavement subgrades
- Cutting and filling to proposed contours (minus the proposed 4" topsoil thickness respread).
- All necessary excavation for the box culverts and conspan structure
- The excavated material shall include sections of the asphalt road pavement
- Any over-excavation shall be backfilled with stone chips complying to Section 8.43.0 and 8.43.2(a)2 and Table 33 of the Standard Specifications; the cost of which is considered incidental to this item
- Backfilling adjacent to new curb and pavements
- Removal and offsite disposal of beam guard
- Offsite hauling and landfilling of any unsuitable material. The proposed grades are not allowed to be raised in the floodplain beyond what is shown on the plans. The proposed grades estimate 5,400 CY of common excavation.

Payment shall be based on the contract lump sum price as verified and documented by the Inspector.

Item 7 – Imported Fill

The unit bid and contract price for this item shall include all labor, trucking, materials, and

equipment for completing the proposed earthwork. This item shall include but may not be limited by the following:

- Importing clean fill material
- Fine grading and compacting to proposed pavement subgrades
- Filling to proposed contours (minus the proposed 4" topsoil thickness respread).
- Backfilling adjacent to new curb and pavements
- The proposed grades are not allowed to be raised in the floodplain beyond what is shown on the plans. The proposed grades estimate 4,800 CY of imported fill.

Payment shall be based on the contract lump sum price as verified and documented by the Inspector.

Item 8 – Sanitary Manhole Adjustment

The unit bid and contract price for this item shall include all labor, materials, tools, equipment, removal and reinstallation of cone section, and incidentals to adjust the existing sanitary manhole rim as indicated on the plans. The work for this item shall include but may not be limited by the following:

- Install external chimney seal – Adaptor, Inc. manufacture, or City-approved equal.
- Sanitary manhole within pavement areas will conform to the following: shear off existing anchor rods if present, adjust to proposed grade with barrel sections, masonry rings and mortar, and install external chimney seal in accordance with the manufacturer's recommended installation procedures. Adjusted manhole in pavement shall not be bolt-down.

This item shall be paid based on the contract unit price per each as verified by the Inspector.

Item 9 – MMSD Manhole Adjustment

The unit bid and contract price for this item shall include all labor, materials, tools, equipment, and incidentals to adjust the MMSD sanitary manhole as indicated on the plans. The work and materials for this item shall be in accordance to the detail on the plans.

This item shall be paid based on the contract unit price per each as verified by the Inspector.

Item 10 – Storm Sewer Removal

The unit bid and contract price for this item shall include all labor, materials, and equipment for removal of the existing storm sewer. This item shall include but may not be limited by the following:

- Removal, hauling and proper off-site disposal of existing storm sewer as shown on the plan and marked in the field by the Inspector.

This item shall be paid based on the contract unit price per lineal foot as measured and

documented in the field by the Inspector

Item 11 – Remove Culvert

The unit bid and contract price for this item shall include all labor, materials, and equipment for removal of the existing culverts. This item shall include but may not be limited by the following:

- Removal, hauling and proper off-site disposal of existing culvert as shown on the plan and marked in the field by the Inspector.

This item shall be paid based on the contract unit price per each as measured and documented in the field by the Inspector

Item 12 – Storm Inlet

The unit bid and contract price for this item shall include all labor, materials, and equipment to install the storm inlet. The work for this item shall include but not be limited by the following:

- 24"x30" inside dimension precast concrete structure, formed bench
- Neenah R-3501-R frame and grate
- Brick and mortar pipe connections
- Excavation, crushed stone bedding, backfilling

This item shall be paid based on the contract unit price per each as field verified by the Inspector.

Items 13, 14, 15 & 16 - 12", 18", 21" & 24" RCP Storm Sewer

The unit bid and contract price for these items shall include all labor, materials, and equipment to install the storm sewer. The work for this item shall include but not be limited by the following:

- Excavation, hauling, and on-site placement of surplus trench excavation material
- 12", 18", 21" & 24" reinforced concrete (RCP) storm sewer, minimum Class III, with rubber gasket joints
- Compacted spoil trench backfill in unpaved areas
- Stone chip trench backfill under proposed pavements

These items shall be paid based on their respective contract unit prices per lineal foot as measured and documented, from center of inlet to center of inlet, by the Inspector.

Items 17 & 18 – Flared End Section

The unit bid and contract price for this item shall include all labor, materials, and equipment to install the flared end section. The work for this item shall include but not be limited by the following:

- 18" & 24" reinforced concrete flared end section

- Excavation, crushed stone bedding, backfilling

This item shall be paid based on the contract unit price per each as field verified by the Inspector.

Item 19 – Saw Cut Pavement

The unit bid and contract price for this item shall include all labor, materials, and equipment for full-depth saw cutting of asphalt and concrete pavement where matching existing pavement as shown on the plan and marked in the field by the Inspector.

This item shall be paid based on the contract unit price per lineal foot as measured and documented in the field by the Inspector.

Item 20 – Crushed Aggregate Base Course

The unit bid and contract price for this item shall include all labor, materials, and equipment to construct the crushed aggregate base course for the proposed asphalt and concrete pavements. The work for this item shall include but not be limited by the following:

- Materials, construction, and compaction for crushed stone or City-approved crushed concrete, Base Aggregate Dense 1¼", per Section 305 of the State Specifications
- 8" crushed aggregate base course for the asphalt pavement or 7" crushed aggregate base course for concrete pavement
- 4" crushed aggregate base course for the concrete sidewalk

This item shall be paid based on the contract unit price per ton of crushed aggregate base course installed, as verified and documented by delivery tickets submitted to the Inspector.

Item 21 – 5" Concrete Sidewalk

The unit bid and contract price for this item shall include all materials, labor, and equipment required to construct the 5" concrete sidewalk where indicated on the plan. The work for this item shall include but not be limited by the following:

- Fine grading and compaction of the crushed aggregate base course
- Construction of the concrete sidewalk section Type 7A or 7B curb ramp (Detail Drawing S.D.D. 8D5 sheet e) as indicated on the plan
- Proper jointing and cure application
- Contractor identification stamp w/year
- Full-depth ½" expansion felt where concrete meets back of curb
- Barricades and personnel necessary to protect new concrete from damage

This item shall be paid based on the contract unit price per square foot as measured and documented by the Inspector.

Item 22 – Detectable Warning Field

The unit bid and contract price for this item shall include all labor, materials, and equipment to install a 2'x4' truncated dome ADA warning field at the concrete sidewalk ramp. The work for this item shall include but not be limited by the following:

- Textured ramp surface shall conform to the Americans Disabilities Act Accessible Guideline (ADAAG) detectable warnings
- Panel inserts natural unfinished in color
- Acceptable manufacture shall be Neenah or approved equal

This item shall be paid based on the contract unit price per square foot as measured and documented by the Inspector.

Item 23 – 31" Mountable Concrete Curb & Gutter

The unit bid and contract price for these items shall include all labor, materials, and equipment necessary to construct the concrete curb and gutter. The work for this item shall include but may not be limited by the following:

- Fine grade and compact the stone base
- Construction of 31-inch Type "E-1" low-side vertical face curb and gutter as shown on the plans
- Proper jointing, cure application, and full-depth felt curb expansion boots where indicated in the field by the Inspector
- Protection of new concrete from damage until up to strength

This item shall be paid based on the contract unit price per lineal foot as measured along the face of the curb and documented by the Inspector.

Item 24 – 2.5" HMA 12.5mm E-1 (PG64-22)

The unit bid and contract price for this item shall include all labor, materials, and equipment to construct the 12.5 mm lift(s) of asphalt pavement. The work for this item shall include but not be limited by the following:

- Asphalt, Type E-1 (12.5 mm)
- All asphaltic materials
- Tack coat, materials and application
- Materials and nuclear density testing by Contractor as outlined in these Detail Specifications
- Construction of the 2.5" surface lift for the road

This item shall be paid based on the contract unit price per ton of hot-mix asphalt placed as documented by delivery tickets submitted to the Inspector.

Item 25 – 3.5" HMA 19mm E-1 (PG58-28)

The unit bid and contract price for this item shall include all labor, materials, and equipment to construct the lower lift of asphalt pavement. The work for this item shall include but not be limited by the following:

- Asphalt, Type E-1 (19 mm)
- All asphaltic materials
- Materials and nuclear density testing by Contractor as outlined in these Detail Specifications
- Construction of the 3.5" lower lift for the road

This item shall be paid based on the contract unit price per ton of hot-mix asphalt placed as documented by delivery tickets submitted to the Inspector.

Item 26 – 3" HMA 9.5mm E-0.3 Asphalt Path

The unit bid and contract price for this item shall include all labor, materials, and equipment to construct the 8' wide asphalt path. The work for this item shall include but not be limited by the following:

- Asphalt, Type E-0.3 (9.5mm)
- All asphaltic materials
- Materials and nuclear density testing by Contractor as outlined in these Detail Specifications
- Construction of the 3" lift for the path

This item shall be paid based on the contract unit price per ton of hot-mix asphalt placed as documented by delivery tickets submitted to the Inspector.

Item 27 – Heavy Riprap

The unit bid and contract price for this item shall include all labor, materials, and equipment required to install the riprap upon fabric as indicated on the plans. The work for this item shall include but may not be limited by the following:

- Excavation of pad area to a depth of 24"
- Heavy riprap per Section 606 of the State Specifications
- Type HR geotextile fabric per Section 645.3.7
- Refer to the detail on the plan

This item shall be paid based on the contract unit price per cubic yard as measured and documented in the field by the Inspector.

Item 28 – Cofferdam

This work consists of designing, constructing, maintaining, dewatering, bypass pumping, removing, and disposing of cofferdams, which are necessary for removing existing culverts and constructing substructures and for protecting personnel and adjacent structures, roadbeds, channels, slopes, or other property (public or private) whether on or off the rights-of-way from water, caving soil, and other dangers.

The Contractor shall submit drawings of proposed cofferdams for review. The review will not relieve the Contractor of the responsibility for providing an adequate and safe cofferdam.

Materials used in cofferdam construction may be of any type suitable for the design requirements and for the particular dam being constructed, subject to the Engineer's approval. Earth dams or dams constructed using excavated materials are not considered cofferdam construction.

Supply sufficient pumping capacity to dewater the cofferdam and bypass pump streamflow.

This item shall be paid based on the contract unit price per each as field verified by the Inspector.

Item 29 – Turbidity Barrier

The unit bid and contract price for this item shall include all labor, materials, and equipment necessary to furnish, install, maintain, and to remove when no longer necessary, the turbidity barrier in the locations shown on the plan and/or as directed in the field by the Engineer. The turbidity barrier shall be in accordance with Section 628.2.10 of the State Specifications and the detail at the end of these specifications.

Turbidity barrier shall be paid based on the contract unit price per lineal foot installed as measured and documented by the Inspector.

Item 30 – Sodding

The unit bid and contract price for this item shall include all labor, materials, and equipment to prepare the topsoil bed and sod the site. The work for this item shall include but may not be limited by the following:

- Screened topsoil, fine graded and shaped (nominal 3" tamped depth) per Section 625 of the State Specifications
- Sod Lawn in accordance with these Detail Specifications and Section 631 of the State Specifications.
- Contractor shall water the sod once after the completion of the installation. This shall be incidental to the sod restoration.

This item shall be paid based on the contract unit price per square yard as measured and documented in the field by the Inspector.

Item 31 – Temporary Seeding

The unit bid and contract price for this item shall include all labor, materials, and equipment to prepare the seed bed, and hydroseed and site where directed in the field. The work for this item shall include but may not be limited by the following:

- Scarifying the top 2" of soil and raking to level the seed bed

- Hydroseeding, annual oats, cereal rye or winter wheat sown at a rate of 3 pounds per 1000 square feet, in accordance with Method B of Section 630.3.3.2. of the State Specifications

This item shall be paid based on the contract unit price per square yard, as measured and documented by the Inspector.

Items 32 & 34 – 4” Topsoil, Seed & Fertilizer, Mulching

The unit bid and contract price for this item shall include all labor, materials, and equipment to prepare the topsoil seed bed, fertilize, hydroseed and hydromulch the park site. The work for this item shall include but may not be limited by the following:

- Fine grading and raking of the salvaged topsoil to provide a 4” thick topsoil seed bed in strict conformance with Section 625.3.3 of the State Specifications
- Fertilizing – may be added to the tank in the hydroseeding operation, applied at a rate of 7 pounds per 1000 square feet, in accordance with Section 629 of the State Specifications
- Hydroseeding, State Mixture No. 40 sown at a rate of 4 pounds per 1000 square feet, in accordance with Method B of Section 630.3.3.2. of the State Specifications
- Hydromulching (“Applegate” paper mulch or other City-approved product)
- The mulching item will not be paid where erosion mat is installed

This item shall be paid based on the contract unit price per square yard, as measured and documented by the Inspector.

Item 33 – Erosion Mat Class I, Type B

The unit bid and contract price for this item shall include all labor, materials, and equipment necessary to furnish and install the erosion mat in the locations shown on the construction plans and/or as directed in the field by the Engineer, all in accordance with these Detail Specifications and Section 628 of the State Specifications.

Class I, Type B erosion mat listed in the Wisconsin Department of Transportation Erosion Control Product Acceptability List (PAL) shall be used.

This item shall be paid based on the contract unit price per square yard installed as measured and documented by the Inspector.

Item 35 – Conspan Structure with Wingwalls

The lump sum price for this item shall include all labor, excavation, footings, geogrid, aggregate, structure, materials, and equipment necessary for the complete installation of the Conspan structure with wingwalls. The specifications and installation shall be in accordance with the details on the plans.

Payment shall be at contract lump sum price as verified in the field by the Inspector.

Item 36 – 8’x5’ Concrete Box Culvert with End Sections

The unit bid and contract price for this item shall include all labor, materials and equipment necessary for the installation of the 8'x5' precast reinforced concrete box culverts including end sections. All sandbagging, dewatering and bypass pumping necessary to install the box culvert are incidental to this item.

This item shall be paid based on the contract unit price per lineal foot measured along the pipe invert.

Item 37 – Structure Backfill

The unit bid and contract price for this item shall include all labor, materials, and equipment necessary to deliver and place structure backfill per Section 210 of the State Specifications in the locations shown on the construction plans and/or as directed by the Engineer, all in accordance with these Detail Specifications and the pertinent state specifications. The structure backfill shall include a minimum of 12" for the bedding and 16" for the side of the box culvert as shown on the plan. The stone for the top of the box culvert shall be paid for under the crushed aggregate base coarse item. Backfill for the Conspan structure is incidental to the Conspan structure item.

This item shall be paid based on the contract unit price per cubic yard installed as measured and documented by the Inspector.

Item 38 – Railing

The unit bid and contract price for these items shall include all labor, materials, and equipment required to install the railing. The work for this item shall include but may not be limited by the following:

- Railings on conspan headwalls and box culvert end sections shall be Westbury Rivera Series Style C30 aluminum railing, satin black color, manufactured by Digger Specialties, Inc., or equal
- Shop drawings including plans, elevations, sections, and details, indicating dimensions, tolerances, materials, components, fabrication, fasteners, hardware, mounting, finish, options, and accessories shall be submitted for approval before railings are fabricated
- Railing shall be 42" high and 8' width in accordance with the detail on the plans
- Posts shall be 6063-T6 aluminum, 2-1/2" by 2-1/2" "Power Post"
- Railings shall be installed in accordance with manufacturer's instructions
- Aluminum post shall be fastened to concrete using 3/8"x 3" or longer concrete anchors

This item shall be paid based on the contract unit price per lineal foot as measured and documented in the field by the Inspector.

Item 39 – Remove Existing Street Light

The unit bid and contract price for this item shall include all labor, materials, and equipment to remove the existing direct-bury street lights. The work for this item shall include but not be limited by the following:

- Contact City (Jim Piraino) at 414-768-6546 to arrange power shut off of the two

- existing lighting systems
- Disconnect all existing mainline cable at base of pole
- Gently place pole on grade out of the way of other work for pick-up by City personnel

This item shall be paid based on the contract unit price per each as documented in the field by the Inspector.

Item 40 – Street Light

The unit bid and contract price for this item shall include all labor, materials, and equipment to install the concrete base and mount the street light. The work for this item shall include but not be limited by the following:

- Contact City (Jim Piraino) at 414-768-6546 to arrange power shut off of the two existing lighting systems
- Construct the concrete base as shown on the S.D.D. No. SL-5
- Install ground rod
- Furnish and install the pole and fixture: Lumec Catalog No. Z40G 100 HPS 3AC 480 1 RA41-14-BKTX, 14' mounting height
- All internal AWG #12 internal wiring and 5 amp fuses, KLK5 or equivalent
- Splices within poles shall be split bolt with Scotch 130-C rubber tape rated for 600 volts and covered with Scotch 33+ plastic. Combination of rubber tape and plastic shall be equal to the insulation of the conductors

This item shall be paid based on the contract unit price per each as documented in the field by the Inspector.

Item 41 – Lighting Cable-In-Duct

The unit bid and contract price for this item shall include all labor, materials, and equipment to furnish and install the street lighting cable-in-duct to a depth of 18”.

- All street lighting cable shall be buried cable-in-duct (C-N-D), three insulated (one black = hot, one white = neutral, one green = equipment ground) No. 6 AWG, USE XLP 7-stranded copper, 600 volt.
- Duct shall be 1¼” diameter polyethylene. On outside of roadway C-N-D shall be installed one foot behind back of curb, to a depth of 18”.

This item shall be paid based on the contract unit price per lineal foot as measured and documented in the field by the Inspector.

Item No. 42 – Traffic Control

The lump sum price for this item shall include all labor, materials, and equipment necessary to furnish, install and remove all components required to maintain traffic control within the work zone in accordance with the current Manual on Uniform Traffic Control Devices. The work for this item shall include but not limited to the following:

- Portable changeable message signs, barricades, drums, temporary signs and lights

- per Section 643 of the State Specifications
- Portable changeable message signs in each direction shall be erected 7 days prior to road closure

Payment shall be at contract lump sum price as verified in the field by the Inspector.

Item No. 43 – 7” Concrete Pavement

The unit bid for this item shall include concrete street pavement in place and ready to use and all necessary appurtenances. The work for this item shall include but not be limited by the following:

- 7” thick concrete pavement per the 2013 State Specifications section 415
- Concrete shall be matched into existing pavement
- Tie bars in conformance with Section 505 of the State Specifications
- #4 epoxy coated tie bars, 3’ on center at all longitudinal joints.
- Drilling where necessary to install the epoxy coated tie bars 30” on center where matching existing concrete pavement

The unit bid and contract price for this item shall include furnishing and placing the full thickness of the concrete pavement. Payment shall be made on a square yard basis, as measured in the field by the inspector

State of Wisconsin Department of Workforce Development Equal Rights Division	DEPARTMENTAL ORDER
ISSUE DATE: 5/30/2014	
PROJECT:	
WEATHERLY DRIVE RECONSTRUCTION OAK CREEK CITY, MILWAUKEE COUNTY, WI Determination No. 201401631 [Owner Project No. 14034]	
PROJECT OWNER:	REQUESTER:
PHILIP BEIERMEISTER, ENVIRONMENTAL ENGINEER CITY OF OAK CREEK 8640 SOUTH HOWELL AVE OAK CREEK, WI 53154	PHILIP BEIERMEISTER, ENVIRONMENTAL ENGINEER CITY OF OAK CREEK 8640 SOUTH HOWELL AVE OAK CREEK, WI 53154
ADDITIONAL CONTACT:	NOTE: The Requester must provide a copy of this Project Determination and enclosures to the Project Owner and Additional Contact.
<p>The department received an application for prevailing wage rate determination for the above-captioned project. The department conducted a survey to determine the prevailing wage rate for the trade(s) or occupation(s) needed to complete the project. The survey's findings appear in the attached project determination.</p> <p>If you believe that the wage rate for any trade or occupation does not accurately reflect the prevailing wage rate in the city, village or town where the project is located, you may ask the department to conduct an administrative review of such wage rate. You must submit this request in writing within 30 days from the date indicated above. Additionally, your request must include wage rate information from at least three similar projects in the city, village or town where the proposed project is located and on which some work has been performed by the contested trade(s) during the current survey period and was previously considered by the department in issuing the attached determination. See DWD 290.10 of the Wisconsin Administrative Code and either s. 66.0903(3)(br), Stats., or s. 103.49(3)(c), Stats., for a complete explanation of the administrative review process.</p> <p>Enclosures</p>	
<p>It is hereby ordered that the prevailing wage rates set forth in the attached project determination shall only be applicable to the above referenced project. This order is a FINAL ORDER of the department unless a timely request for an administrative review is filed with the department.</p> <p>ISSUED BY:</p> <p style="text-align: center;"> Equal Rights Division Labor Standards Bureau Construction Wage Standards Section P.O. Box 8928, Madison, WI 53708-8928 (608)266-6861 </p> <p style="text-align: center;"> Web Site: http://dwd.wisconsin.gov/er/ </p>	

PREVAILING WAGE RATE DETERMINATION

Issued by the State of Wisconsin
Department of Workforce Development
Pursuant to s. 66.0903, Wis. Stats.
Issued On: 5/30/2014

DETERMINATION NUMBER: 201401631

EXPIRATION DATE: Prime Contracts MUST Be Awarded or Negotiated On Or Before 12/31/2014. If NOT, You MUST Reapply.

PROJECT NAME: WEATHERLY DRIVE RECONSTRUCTION
PROJECT NO: 14034

PROJECT LOCATION: OAK CREEK CITY, MILWAUKEE COUNTY, WI

CONTRACTING AGENCY: CITY OF OAK CREEK

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

<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 Future Increase(s): Add \$1.25/hr on 6/2/2014.	33.68	19.81	53.49
102	Boilermaker	31.91	26.47	58.38
103	Bricklayer, Blocklayer or Stonemason 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.	35.37	18.00	53.37
104	Cabinet Installer	30.48	15.90	46.38
105	Carpenter Future Increase(s): Add \$1.25/hr on 6/2/2014. 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.	33.68	19.81	53.49
106	Carpet Layer or Soft Floor Coverer	32.93	19.71	52.64
107	Cement Finisher	32.07	17.53	49.60
108	Drywall Taper or Finisher	29.87	19.99	49.86
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.	32.82	22.61	55.43
110	Elevator Constructor	43.21	26.06	69.27
111	Fence Erector	16.00	3.33	19.33
112	Fire Sprinkler Fitter	38.50	19.65	58.15
113	Glazier	34.19	18.25	52.44
114	Heat or Frost Insulator	33.68	24.31	57.99
115	Insulator (Batt or Blown)	15.00	9.50	24.50

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
116	Ironworker Future Increase(s): Add \$.80/hr on 6/1/2014. 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.	30.52	23.47	53.99
117	Lather	32.93	19.81	52.74
118	Line Constructor (Electrical)	38.25	17.63	55.88
119	Marble Finisher	26.89	19.18	46.07
120	Marble Mason	35.80	16.87	52.67
121	Metal Building Erector	22.05	8.08	30.13
122	Millwright	28.53	24.98	53.51
123	Overhead Door Installer	20.95	4.94	25.89
124	Painter	29.52	18.84	48.36
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver 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.	29.56	25.71	55.27
127	Pipeline Fuser or Welder (Gas or Utility)	31.82	19.74	51.56
129	Plasterer	31.56	18.18	49.74
130	Plumber	37.97	17.30	55.27
132	Refrigeration Mechanic	39.26	19.30	58.56
133	Roofer or Waterproofofer	29.40	17.05	46.45
134	Sheet Metal Worker	36.17	18.04	54.21
135	Steamfitter Future Increase(s): Add \$1.70/hr on 6/1/2014.	39.76	21.09	60.85
137	Teledata Technician or Installer Future Increase(s): Add \$.85/hr on 6/1/2014; 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.	24.89	17.15	42.04

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
138	Temperature Control Installer	17.39	4.18	21.57
139	Terrazzo Finisher	26.89	19.18	46.07
140	Terrazzo Mechanic	30.20	18.42	48.62
141	Tile Finisher	23.85	17.18	41.03
142	Tile Setter	29.45	16.30	45.75
143	Tuckpointer, Caulker or Cleaner	34.57	16.42	50.99
144	Underwater Diver (Except on Great Lakes)	34.48	15.90	50.38
146	Well Driller or Pump Installer	25.32	15.65	40.97
147	Siding Installer	25.92	18.04	43.96
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.16	14.34	43.50
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.04	11.74	32.78

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	33.82	17.60	51.42
203	Three or More Axle	18.50	18.42	36.92
204	Articulated, Euclid, Dumptor, Off Road Material Hauler Future Increase(s): Add \$1.60/hr on 5/30/2016.	33.02	18.10	51.12
205	Pavement Marking Vehicle	18.50	18.42	36.92
207	Truck Mechanic	18.50	18.42	36.92

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 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.	28.31	16.62	44.93
302	Asbestos Abatement Worker	19.00	0.00	19.00
303	Landscaper	14.28	8.24	22.52
310	Gas or Utility Pipeline Laborer (Other Than Sewer and Water)	19.78	17.04	36.82
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.	17.71	16.01	33.72
314	Railroad Track Laborer	13.50	4.06	17.56
315	Final Construction Clean-Up Worker	28.31	16.62	44.93

**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 Mfgr's Rated Capacity of 130,000 Lbs. or Over; Backhoe (Track Type) Having a Mfgr'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 \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add \$1.60/hour 5/30/2016.	34.07	18.10	52.17

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 \$1.00/hour 6/2/2014; Add \$1.50/hour 6/1/2015; Add \$1.60/hour 5/30/2016.	34.07	18.10	52.17
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.	30.82	18.96	49.78
504	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
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.	37.10	21.57	58.67
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.	34.50	20.04	54.54

**HEAVY EQUIPMENT OPERATORS
EXCLUDING SITE PREPARATION, UTILITY, PAVING LANDSCAPING WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
508	<p>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.</p> <p>Future Increase(s): Add \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015.</p> <p>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.</p>	40.36	19.15	59.51
509	<p>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).</p> <p>Future Increase(s): Add \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015.</p> <p>Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.</p>	39.86	19.15	59.01
510	<p>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).</p> <p>Future Increase(s): Add \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015.</p> <p>Premium Increase(s): Crane Operators with CCO certification add \$.50/hr.</p>	39.36	19.15	58.51

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 Leveling 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 \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015.	38.67	19.15	57.82
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 \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015.	31.64	19.15	50.79
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 \$1.25/hr on 6/1/2014; Add \$1.55/hr on 6/1/2015.	31.64	19.15	50.79
514	Gas or Utility Pipeline, Except Sewer & Water (Primary Equipment).	36.34	21.14	57.48
515	Gas or Utility Pipeline, Except Sewer & Water (Secondary Equipment). Future Increase(s): Add \$1.60/hr on 06/01/2014; Add \$1.65/hr on 06/01/2015	33.26	18.55	51.81
516	Fiber Optic Cable Equipment Future Increase(s): Add \$1.75/hr on 02/01/2014.	27.89	17.20	45.09

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

CODE	TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
		\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason 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.	35.10	18.40	53.50
105	Carpenter Future Increase(s): Add \$1.25/hr on 6/2/2014. 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.	33.68	19.81	53.49
107	Cement Finisher Future Increase(s): Add \$1.87 on 6/1/14; 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.	33.51	16.13	49.64
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.	32.82	22.61	55.43
111	Fence Erector	16.00	3.33	19.33
116	Ironworker	31.25	19.46	50.71
118	Line Constructor (Electrical)	38.25	17.63	55.88
125	Pavement Marking Operator	16.00	7.35	23.35
126	Piledriver	30.98	15.90	46.88
130	Plumber	33.75	14.07	47.82
135	Steamfitter	37.76	19.99	57.75
137	Teledata Technician or Installer	24.75	16.08	40.83

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>
		\$	\$	\$
143	Tuckpointer, Caulker or Cleaner	34.57	16.42	50.99
144	Underwater Diver (Except on Great Lakes)	38.80	20.17	58.97
146	Well Driller or Pump Installer	25.32	15.65	40.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.16	14.34	43.50
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.04	11.74	32.78

TRUCK DRIVERS

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>
		\$	\$	\$
201	Single Axle or Two Axle	30.00	15.00	45.00
203	Three or More Axle	16.00	7.35	23.35
204	Articulated, Euclid, Dumptor, Off Road Material Hauler	32.89	18.96	51.85
205	Pavement Marking Vehicle	16.00	7.35	23.35
207	Truck Mechanic	16.00	7.35	23.35

LABORERS

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>
		\$	\$	\$
301	General Laborer Premium Increase(s): Add \$1.92 for bottomman; Add \$2.03 for concrete manhole builder, bracer, jointman, or pipelayer; Add \$4.83 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.	28.84	17.12	45.96
303	Landscaper	25.28	11.46	36.74
304	Flagperson or Traffic Control Person	17.41	10.10	27.51
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.69	15.50	33.19
314	Railroad Track Laborer	13.50	4.06	17.56

**HEAVY EQUIPMENT OPERATORS
SEWER, WATER OR TUNNEL WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
521	<p>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.</p> <p>Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015.</p> <p>Premium Increase(s): Add \$.25/hr for operating tower crane.</p>	36.84	19.45	56.29
522	<p>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).</p> <p>Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015.</p> <p>Premium Increase(s): Add \$.25/hr for operating tower crane.</p>	36.06	19.45	55.51
523	<p>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).</p> <p>Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015.</p> <p>Premium Increase(s): Add \$.25/hr for operating tower crane.</p>	35.11	19.45	54.56

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. Future Increase(s): Add \$1.05/hr on 6/2/2014; Add \$1.55/hr on 6/1/2015. Premium Increase(s): Add \$.25/hr for operating tower crane.	35.11	19.45	54.56
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.	30.19	20.94	51.13
526	Boiler (Temporary Heat); Forklift; Greaser; Oiler.	30.44	19.10	49.54
527	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
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.	38.80	20.17	58.97
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.	34.50	20.04	54.54
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.	34.50	20.04	54.54

LOCAL STREET OR MISCELLANEOUS PAVING CONSTRUCTION
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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 <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
103	Bricklayer, Blocklayer or Stonemason	35.80	16.87	52.67
105	Carpenter	32.93	19.99	52.92
107	Cement Finisher	30.09	17.53	47.62
109	Electrician	31.27	22.81	54.08
111	Fence Erector	16.00	3.33	19.33
116	Ironworker	30.51	22.97	53.48
118	Line Constructor (Electrical)	38.25	17.63	55.88
124	Painter	29.52	18.84	48.36
125	Pavement Marking Operator	30.00	0.00	30.00
126	Piledriver	29.06	25.46	54.52
133	Rofer or Waterproofer	29.40	15.55	44.95
137	Teledata Technician or Installer	24.75	16.08	40.83
143	Tuckpointer, Caulker or Cleaner	34.57	16.42	50.99
144	Underwater Diver (Except on Great Lakes)	38.80	20.17	58.97
150	Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	34.43	15.24	49.67
151	Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	30.60	14.86	45.46
152	Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	26.78	13.63	40.41
153	Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.86	12.97	37.83
154	Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.04	11.74	32.78

TRUCK DRIVERS

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
201	Single Axle or Two Axle	30.00	15.00	45.00

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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	18.00	0.00	18.00
206	Shadow or Pilot Vehicle	30.00	15.00	45.00
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	23.07	18.07	41.14
303	Landscaper Future Increase(s): Add \$1.60/hr on 6/1/14. 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).	29.04	14.63	43.67
304	Flagperson or Traffic Control Person	17.41	10.10	27.51
311	Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.69	15.50	33.19
314	Railroad Track Laborer	13.50	4.06	17.56

**HEAVY EQUIPMENT OPERATORS
CONCRETE PAVEMENT OR BRIDGE WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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 \$1.75/hr on 6/1/2014); 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 .	36.72	20.40	57.12
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 \$1.75/hr on 6/1/2014); 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 .	36.22	20.40	56.62

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	<u>TOTAL</u>
<u>CODE</u>	<u>TRADE OR OCCUPATION</u>	\$	\$	\$
543	<p>Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'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 (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); 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.</p> <p>Future Increase(s): Add \$1.75/hr on 6/1/2014); 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>	35.72	20.40	56.12
544	<p>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.</p>	33.96	19.79	53.75
545	<p>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.</p>	30.32	18.46	48.78
546	Fiber Optic Cable Equipment.	26.69	16.65	43.34

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
547	Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	38.80	20.17	58.97
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.	38.80	20.17	58.97
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.	34.50	20.04	54.54
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.	34.50	20.04	54.54

**HEAVY EQUIPMENT OPERATORS
ASPHALT PAVEMENT OR OTHER WORK**

Fringe Benefits Must Be Paid On <u>All</u> Hours Worked		HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
CODE	TRADE OR OCCUPATION	\$	\$	\$
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.	39.16	19.10	58.26
552	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 \$1.75/hr on 6/1/2014); 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 .	36.22	20.40	56.62

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>
		\$	\$	\$
553	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 (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; 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. Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.	35.17	20.05	55.22
554	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. Future Increase(s): Add \$1.75/hr on 6/1/2014; Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.	35.17	20.05	55.22

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	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. Future Increase(s): Add \$1.75/hr on 6/1/2014); 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 .	35.17	20.40	55.57
556	Fiber Optic Cable Equipment.	26.69	16.65	43.34

***** END OF RATES *****

The documents following the Prevailing Wage Rate Determination consist of seventeen pages (including this one) of various forms/documents that will be used throughout the completion of the project. The chart below lists the form number, form/document name, the party who uses the document, and the document's number of pages. If you have any questions regarding these forms please call the Prevailing Wage Office at (608)266-6861.

ERD Form Number	Form Name	Party Who Uses the Form	Pages
	Prevailing Wage - Public Entity Project Owners	Explanation of project owner responsibilities	2
16056	Post the White Sheet	Contracting agency	1
10908	Consolidated List of Debarred Contractors	Any party contracting someone to complete work on a prevailing wage project	2
	Prevailing Wage – Contractors	Explanation of contractor responsibilities	2
7777	Disclosure of Ownership	Contractors that meet the criteria set out in (3)(A)&(B) of the form	1
5724	Prime Contractor Affidavit of Compliance	Prime contractor files with contracting agency upon completion of the work before receiving final payment	2
10584	Agent or Subcontractor Affidavit of Compliance	Subcontractors file with their awarding contractor upon completion of their work on the project before receiving final payment	2
10880	Request to Employ Subjourneyperson	Contractors wishing to employ a subjourneyperson(s)	1
	Additional General Prevailing Wage Law Information	General information for public entity or any other interested party	3

02/19/2014

PREVAILING WAGE – Public Entity Project Owners

Any public works project that has a total estimated project cost that equals or exceeds single-trade or multiple-trade project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for most of these exclusions. The prevailing wage law that applies to local governmental units is §66.0903, Wis. Stats. The prevailing wage law that applies to state agencies is §103.49, Wis. Stats. The applicable administrative rules for all public entities are DWD 290 and DWD 294, Wis. Adm. Code.

Thresholds

- A “single-trade project of public works” means a project in which a single trade accounts for 85% or more of the total labor cost of the project. The single trade threshold is \$48,000.
- A “multiple-trade project of public works” means a project in which no single trade accounts for 85% or more of the total labor cost of the project.
- (a) The multiple-trade threshold is \$100,000, unless a municipality falls under the description in (b).
 - (b) The multiple-trade threshold of \$234,000 applies to public works projects erected, constructed, repaired, remodeled, or demolished by a private contractor for •a city or village with a population less than 2500 or •a town.

A local governmental unit or state agency that has a public works project that equals or exceeds the prevailing wage thresholds must do all of the following:

- Request a prevailing wage rate determination for the project from DWD at least 30 days before soliciting bids or negotiating contracts. An Application for Prevailing Wage Rate Determination is available on the DWD website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm
To avoid waiting for a project determination use the on-line application system that permits the user to generate a determination immediately and save all documents in PDF form to the user’s computer. Use this project determination on line application at the following address:

- Tell potential contractors the project is subject to state prevailing wage law when soliciting bids.
- Include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each prime contractor.
- Award contracts to contractors who do *not* appear on the “Consolidated List of Debarred Contractors.”
- Notify contractors that they are required to have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the prevailing wage project.
- Post the prevailing wage rate determination on the project site. (This document is often referred to as “the white sheet.”)
- Notify project contractors that if DWD finds that a contractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Obtain an Affidavit of Compliance from each prime contractor before making final payment for the project.

If the total estimated cost of the project exceeds the prevailing wage thresholds, a local governmental unit or state agency also must obtain a prevailing wage rate determination under the following circumstances:

- when a completed facility is leased, purchased, lease-purchased or otherwise acquired by or dedicated to a public entity in lieu of the public entity contracting for the project,
- when one public entity does work for another public entity,
- when a *private* entity will construct a road, street, bridge, sanitary sewer or water main project and dedicate it to a local governmental unit or the state for its ownership or maintenance (except for some residential subdivisions).

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevaling_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

POST THE WHITE SHEET

As the public entity receiving this prevailing wage rate determination, **YOU ARE REQUIRED** by law to post the prevailing wage rate determination (i.e., white sheet) in at least one conspicuous and easily accessible place on the project site that is available to all construction workers. The white sheet must remain posted from the onset of the project until all construction labor on the project has been completed.

[See, Wis. Admin. Code §DWD 290.12(1)]

Posting the white sheet inside the general contractor's trailer does not meet this requirement. That placement is not available/accessible to all workers and is not a location over which you have control.

If you have questions about posting, please call (608)266-6861 and ask for prevailing wage intake.

Consolidated List of Debarred Contractors
Prepared and Issued By
State of Wisconsin
Department of Workforce Development

February 19, 2014

This list has been prepared in accordance with the provisions of §§66.0903(12) and 103.49(7), Wis. Stats., and Chapter DWD 294 of the Wisconsin Administrative Code. All contractors on this list were found to have committed a "debarable offense" related to certain labor standard provisions determined or established for a state or local public works project. No state agency, local governmental unit or owner or developer may knowingly solicit bids from, negotiate with or award any contracts to or approve or allow any subcontracts with a debarred contractor, including all divisions, affiliates or other organizational elements of such contractor that are engaged in construction business activities, until the debarment is terminated. The name of each debarred contractor must remain on this list for a period of three (3) years from the termination date indicated below. The contractor is, however, only "debarred" from the "effective date" through the "termination date" indicated for that contractor. Questions regarding this list should be addressed to Julie Eckenwalder, Equal Rights Division, P. O. Box 8928, Madison, WI 53708 or call (608) 266-3148. Deaf, hearing or speech-impaired callers may contact the department by calling its TDD number (608) 264-8752.

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Abel, Mike	See, Abel Electric, Inc					
Abel Electric, Inc	3385 Belmar Rd Green Bay, WI 54313	9/1/12	8/31/15	1	2011	None
Atkins, Scott	See, Freedom Insulation, Inc					
Boecker, Roger	See, R-Way Pumping, Inc					
Cargill Heating and Air Conditioning Company, Inc	3049 Edgewater La La Crosse, WI 54603	3/1/14	2/28/17	1 and 2	2011	None
Castlerock Commercial Construction, Inc	PO Box 11699 Milwaukee, WI 53211-0699	2/1/12	1/31/15	1, 2 and 4	2009 & 2010	None
Dem/Ex Group, Inc	805 S Adams St Manito, IL 61546	12/1/11	11/30/14	1 and 2	2010	None
Fisher, Ed &/or Fisher, Rhonda	See, Dem/Ex Group, Inc					

<u>Name of Contractor</u>	<u>Address</u>	<u>Effective Date</u>	<u>Termination Date</u>	<u>Cause Code</u>	<u>Date of Violation(s)</u>	<u>Limitations/Deviations</u>
Freedom Insulation, Inc	117925 219th Ave Chippewa Falls, WI 54729	9/1/11	8/31/14	1	2008-2010	None
Galstad, Michael E (aka Michael Earl Galstad)	See, Cargill Heating and Air Conditioning Company, Inc					
JT Roofing, Inc	350 Tower Dr Saukville, WI 53080	6/1/12	5/31/15	1, 2 and 4	2007 & 2008	None
Jinkins, Richard	See, Castlerock Commercial Construction, Inc					
Ofstie, Darin	See, Precision Excavating and Grading, LLC					
Precision Excavating and Grading, LLC or Precision Excavating Enterprises, LLC	2104 Pierce Saint Croix Rd Baldwin, WI 54002	5/1/11	4/30/14	1, 2 and 4	2006-2008	None
R-Way Pumping, Inc	3023 Lake Maria Rd Freeport, MN 56331	3/1/12	2/28/15	1, 2 and 4	2008	None
Thull, Gerald T	See, JT Roofing, Inc					

Cause Code: 1 = Failure to Pay Straight Time 2 = Failure to Pay Overtime 3 = Kickback 4 = Payroll Records.

PREVAILING WAGE – Contractors

Any public works project that has a total estimated project cost that equals or exceeds prevailing wage project thresholds requires a prevailing wage rate determination issued by the Department of Workforce Development (DWD). Public works include erecting, constructing, remodeling, repairing, demolishing, alterations, painting and decorating projects for a local governmental unit or state agency. State law excludes minor service or maintenance work, warranty work, or work under a supply-and-installation contract. There is a statutory definition for most of these exclusions. The prevailing wage laws that apply to local governmental units and their contractors are §§66.0903 and 103.503, Wis. Stats. The prevailing wage laws that apply to state agencies and their contractors are §§103.49 and 103.503, Wis. Stats. The applicable administrative rules for all prevailing wage projects are DWD 290 and DWD 294, Wis. Adm. Code. These laws include provisions that apply to all contractors and subcontractors working on prevailing wage projects.

Any contractor or subcontractor working on a local governmental unit or state agency's public works project that equals or exceeds current prevailing wage project thresholds must do all of the following:

- Receive and review the project's prevailing wage rate determination (i.e., white sheet).
- Tell subcontractors the project is subject to state prevailing wage law and include the prevailing wage rate determination in the construction contract, or if there is no written contract, provide a copy of the project determination to each subcontractor.
- Hire subcontractors who do *not* appear on the "Consolidated List of Debarred Contractors."
- Have a written substance abuse testing program in place that fulfills the requirements of §103.503, Wis. Stats., before commencing work on the project.

- Notify subcontractors that if DWD finds that a contractor or subcontractor violated the prevailing wage law, DWD will assess liquidated damages of 100% of the wages owed to employees.
- Apply to DWD for subjourney wage rates prior to employing these individuals on the project.
- Receive and retain a completed Affidavit of Compliance from each subcontractor brought on to the project before providing final payment to those subcontractors.
- Submit a completed Affidavit of Compliance to the contractor who brought the subcontractor on to the project before receiving final payment for the project.
- Maintain payroll records for 3 years that comply with §§66.0903(10)(a) or 103.49(5)(a), Stats. and DWD 274.06.
- Respond to requests from DWD or the project owner to provide payroll records and/or respond to prevailing wage complaints filed by employees or third parties.

For more information, visit the prevailing wage website: http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm. For further assistance, call the Equal Rights Division at 608-266-6861 and ask for prevailing wage.

Disclosure of Ownership

The statutory authority for the use of this form is prescribed in Sections 66.0903(12)(d), 66.0904(10)(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 [Privacy Law, s. 15.04(1) (m), Wisconsin Statutes].

- (1) On the date a contractor submits a bid to or completes negotiations with a state agency, local governmental unit, or developer, investor or owner on a project subject to Section 66.0903, 66.0904 or 103.49, Wisconsin Statutes, the contractor shall disclose to such state agency, local governmental unit, or developer, investor or owner, 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), 66.0904(2), 103.49(2) and 103.50(2), Wisconsin Statutes.
- (3) This form must **ONLY** be filed, with the state agency project owner, local governmental unit project owner, or developer, investor or owner of a publicly funded private construction project 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; or
 - (2) 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

Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
Street Address or P O Box	City	State	Zip Code
Business Name			
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			
Authorized Officer Signature		Date Signed	
Corporation, Partnership or Sole Proprietorship Name			
Street Address or P O Box	City	State	Zip Code

If you have any questions call (608) 266-6861

Prime Contractor Affidavit of Compliance With Prevailing Wage Rate Determination

Authorization for this form is provided under Sections 66.0903(9)(c), 66.0904(7)(c) and 103.49(4r)(c) 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 [Privacy Law, s. 15.04(1)(m), Wisconsin Statutes].

This form must **ONLY** be filed with the **Awarding Agency** indicated below.

State Of)	Project Name	
	DWD Determination Number	Project Number (if applicable)
)SS	Date Determination Issued	Date of Contract
County Of)	Awarding Agency	
	Date Work Completed	

After being duly sworn, the person whose name and signature appears below hereby states under penalty of perjury that

- **I am** the duly authorized officer of the corporation, partnership, sole proprietorship or business indicated below and have recently completed all of the work required under the terms and conditions of a contract with the above-named awarding agency and make this affidavit in accordance with the requirements set forth in Section 66.0903(9)(c), 66.0904(7)(c) or 103.49(4r)(c), Wisconsin Statutes and Chapter DWD 290 of the Wisconsin Administrative Code in order to obtain FINAL PAYMENT from such awarding agency.
- **I have** fully complied with all the wage and hour requirements applicable to this project, including all of the requirements set forth in the prevailing wage rate determination indicated above which was issued for such project by the Department of Workforce Development on the date indicated above.
- **I have** received the required affidavit of compliance from each of my agents and subcontractors that performed work on this project and have listed each of their names and addresses on page 2 of this affidavit.
- **I have** full and accurate records that clearly indicate the name and trade or occupation of every worker(s) that I employed on this project, including an accurate record of the hours worked and actual wages paid to such worker(s).
- **I will** retain the records and affidavit(s) described above and make them available for inspection for a period of at least three (3) years from the completion date indicated above at the address indicated below and shall not remove such records or affidavit(s) without prior notification to the awarding agency indicated above.

Name of Corporation, Partnership, Sole Proprietorship, Business, State Agency or Local Governmental Unit				
Street Address	City	State	Zip Code	Telephone Number
Print Name of Authorized Officer			Date Signed	
Signature of Authorized Officer				

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number			Telephone Number		

If you have any questions call (608) 266-6861

List of Agents and Subcontractors

Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		
Name			Name		
Street Address			Street Address		
City	State	Zip Code	City	State	Zip Code
Telephone Number ()			Telephone Number ()		

If you have any questions call (608) 266-6861

Request to Employ Subjourneyperson

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 (Privacy Law, s. 15.04(1)(m), Wisconsin Statutes).

The employer indicated below requests that the Department of Workforce Development (DWD) determine the prevailing wage rate(s) and related qualifications to enable such employer to use a subjourneyperson(s) on the following prevailing wage project, in accordance with the provisions of Section DWD 290.025, Wisconsin Administrative Code.

1. Name of Project Appearing on the Project Determination			
County	City, Village or Town		
DWD Project Determination Number	Project Number (if applicable)		
2. Job Classification(s) for which you request a subjourney rate (i.e., carpenter, electrician, plumber, etc.)			
a.	b.		
c.	d.		
3. Employer Name (Print)			
Address	City	State	Zip Code
Telephone Number ()	Requester Title		
Email address (if you prefer to receive your response via email)	Fax Number (if you prefer to receive your response via fax) ()		

READ CAREFULLY: I understand that this request is ONLY applicable to the project and job classification(s) listed above and that subjourney employees primarily work under the direction of and assist a skilled trade employee by frequently using the tools of a skilled trade and will NOT regularly perform the duties of a general laborer, heavy equipment operator or truck driver. If the subjourney employee regularly performs the work of a different trade or occupation, he/she will be compensated for such work at the applicable journeyperson prevailing wage rate. I agree to compensate subjourney employees in strict accordance with the directions received from the DWD.

Requester Signature	Date Signed
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MAIL the completed request to:
 EQUAL RIGHTS DIVISION, LABOR STANDARDS BUREAU
 PO BOX 8928, MADISON WI 53708
 OR

FAX the completed request to: (608) 267-4592 / DO NOT e-mail your request.
 Call (608) 266-6861 for assistance in completing this form.

ADDITIONAL GENERAL PREVAILING WAGE LAW INFORMATION

(This document updated February 2014)

For prevailing wage laws and frequently asked questions, refer to the prevailing wage website at:
http://dwd.wisconsin.gov/er/prevailing_wage_rate/default.htm

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability	All public entities	Prevailing wage rates do not apply to minor service or maintenance work, warranty work, or work under a supply and installation contract.
Non-applicability: Minor service or maintenance work	Local governmental units & Contractors	Minor service or maintenance work means a project of public works that is limited to <ul style="list-style-type: none"> • minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years or that is performed for a TOWN and is not funded under §86.31, regardless of projected life span; • the depositing of gravel on an existing gravel road applied solely to maintain the road; • road shoulder maintenance; • cleaning of drainage or sewer ditches or structures; or • any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Minor service or maintenance work	State agencies	Minor service or maintenance work means a project of public works that is limited to <ul style="list-style-type: none"> • minor crack filling, chip or slurry sealing, or other minor pavement patching, not including overlays, that has a projected life span of no longer than 5 years; • cleaning of drainage or sewer ditches or structures; or • any other limited, minor work on public facilities or equipment that is routinely performed to prevent breakdown or deterioration.
Non-applicability: Supply & installation contract	All public entities	Supply and installation contract means a contract under which the material is installed by means of simple fasteners or connectors such as screws or nuts and bolts and no other work is performed on the site of the project of public works, and the total labor cost to install the material does not exceed 20 percent of the total cost of the contract.
Non-applicability: Work which a contractor or individual donates to a public entity	All public entities	Prevailing wage laws §§66.0903 & 103.49, Stats., do not apply to work performed on a project of public works for which the local governmental unit or the state or the state agency contracting for the project is not required to compensate any contractor, subcontractor, contractor's or subcontractor's agent, or individual for performing the work.

Topic	Who's affected?	Brief description of requirement under §66.0903 or §103.49
Non-applicability: Residential	All public entities	A prevailing wage rate determination is not required for the erection, construction, repair, remodeling, or demolition of a residential property containing 2 dwelling units or less.
Non-applicability: Residential subdivision infrastructure	All public entities	A prevailing wage rate determination is not required for a road, street, bridge, sanitary sewer, or water main project that is a part of a development in which at least 90 percent of the lots contain or will contain 2 dwelling units or less, as determined by the local governmental unit at the time of approval of the development, and that, on completion, is acquired by, or dedicated to, a local governmental unit (including under §236.13(2), Stats.), or the state, for ownership or maintenance by the local governmental unit or the state.
Electronic certified payroll record	Contractors	The requirement that every contractor on a prevailing wage project submit to DWD monthly a certified record of employees who worked on the project and that DWD post these certified records on its Internet website was discontinued effective July 1, 2011. Contractors are still required to maintain payroll records and provide them upon request from DWD &/or the project owner.
Payroll record inspection request by any person	Contractors & Complainants	Any person may request DWD to inspect the payroll records of any contractor working on a prevailing wage project. On receipt of such a request, the contractor must submit to DWD a certified record of its payroll records, other than personally identifiable information relating to an employee of the contractor, for no longer than a 4-week period. DWD may request records from a contractor under this provision no more than once per calendar quarter for each project of public works on which the contractor is performing work. The department may not charge a requester a fee for obtaining that information. DWD must make these certified records available for public inspection.
Statewide uniformity	Local governmental units	A local governmental unit may not enact & administer a prevailing wage ordinance/provision for public works or publicly funded private construction projects. Any extant laws to that effect are void.
Substance Abuse Testing	Contractors & Workers	Before commencing work on a prevailing wage project, a contractor must have a written substance abuse testing program in place that complies with §103.503, Wis. Stats. No employee may use, possess, attempt to possess, distribute, deliver, or be under the influence of a drug or under the influence of alcohol while performing work on a prevailing wage project.

Topic	Who's affected	Brief description of requirement under §66.0903 or §103.49
Covered employees	Truck drivers & Other workers & Contractors	<p>A laborer, worker, mechanic, or truck driver who is employed to process, manufacture, pick up, or deliver materials or products from a commercial establishment that has a fixed place of business from which the establishment supplies processed or manufactured materials or products or from a facility that is not dedicated exclusively, or nearly so, to a project of public works is NOT entitled to receive the prevailing wage rate UNLESS any of the following applies:</p> <ol style="list-style-type: none"> 1) the laborer, worker, mechanic, or truck driver is employed to go to the source of mineral aggregate such as sand, gravel, or stone and deliver that mineral aggregate to the site of a project of public works by depositing the material directly in final place, from the transporting vehicle or through spreaders from the transporting vehicle. 2) the laborer, worker, mechanic, or truck driver is employed to go to the site of a project of public works, pick up excavated material or spoil from the site of the project, and transport that excavated material or spoil away from the site of the project.

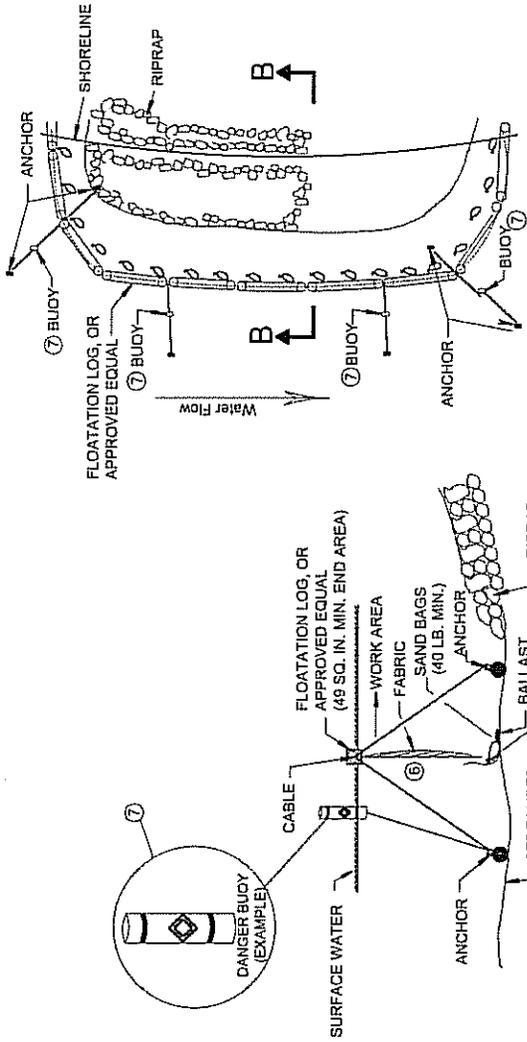
Figure 1. Turbidity Barrier Placement Details

GENERAL NOTES

DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD AND THE APPLICABLE SPECIAL PROVISIONS

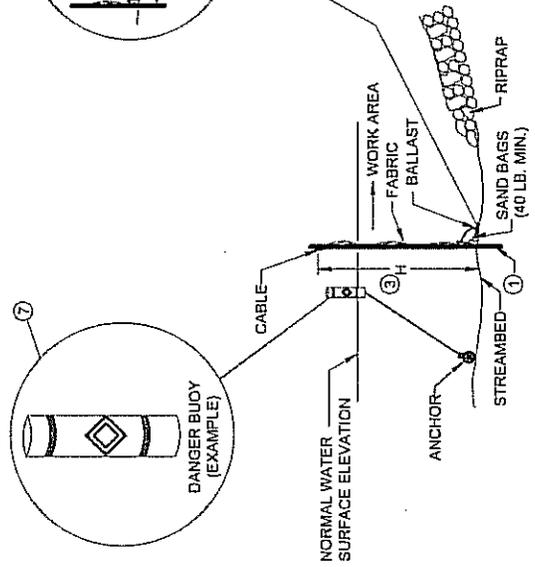
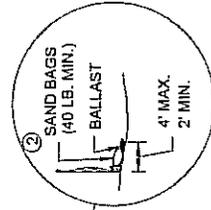
TURBIDITY BARRIER MAY BE REMOVED AT THE ENGINEERS OR PROJECT MANAGERS DISCRETION, WHEN PERMANENT EROSION CONTROL MEASURES HAVE BEEN ESTABLISHED.

- ① DRIVEN STEEL POSTS, PIPES, OR CHANNELS. LENGTH SHALL BE SUFFICIENT TO SECURELY SUPPORT BARRIER AT HIGH WATER ELEVATIONS.
- ② SANDBAGS TO BE USED AS ADDITIONAL BALLAST WHEN ORDERED BY THE ENGINEER OR PROJECT MANAGER TO MEET ADVERSE FIELD CONDITIONS. SPACE AS APPROPRIATE FOR SITE CONDITIONS.
- ③ WHEN BARRIER HEIGHT, H, EXCEEDS 8 FT., POST SPACING MAY NEED TO BE DECREASED.
- ④ IN WATERWAYS SUBJECT TO FLUCTUATING WATER ELEVATIONS, PROVISIONS SHOULD BE MADE TO ALLOW THE WATER TO EQUALIZE ON EACH SIDE OF THE BARRIER. THIS MAY BE ACCOMPLISHED BY LEAVING A PORTION OF THE BARRIER OPEN ON THE UPSTREAM END.
- ⑤ FLOAT ALTERNATIVE WILL ONLY BE ALLOWED WITH WRITTEN APPROVAL OF THE ENGINEER OR PROJECT MANAGER, AND IS MEANT FOR LOCATIONS WHERE BED ROCK PREVENTS THE INSTALLATION OF POSTS.
- ⑥ ALLOW SUFFICIENT SLACK VERTICALLY AND HORIZONTALLY SO THAT SEDIMENT BUILD UP WILL NOT SEPARATE OR LOWER THE TURBIDITY BARRIER.
- ⑦ USE AS DIRECTED BY COAST GUARD OR DNR PERMIT WHEN WORKING IN NAVIGABLE WATERWAYS.



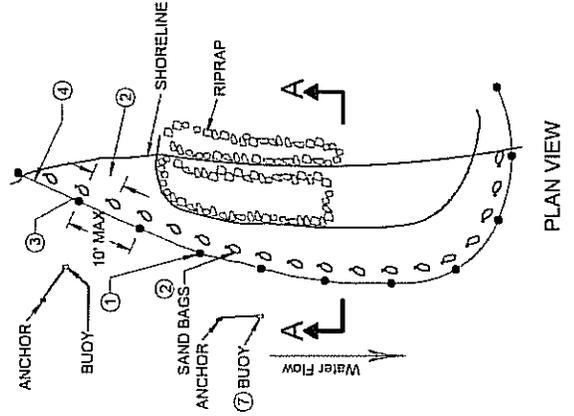
SECTION B-B

TURBIDITY BARRIER FLOAT ALTERNATIVE
CAUTION - SEE NOTE 5



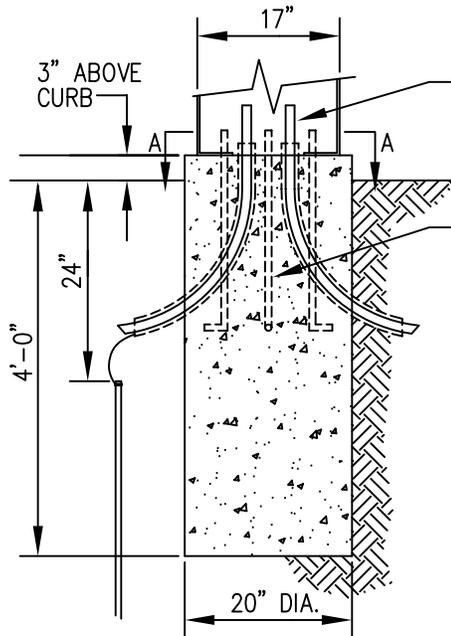
SECTION A-A

TURBIDITY BARRIER - STANDARD POST INSTALLATION



PLAN VIEW

NOT TO SCALE

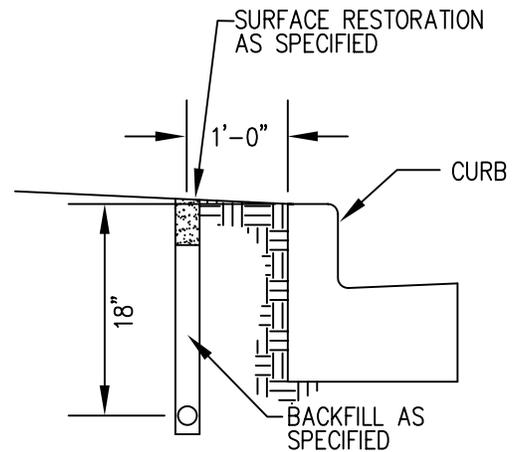


ELEVATION

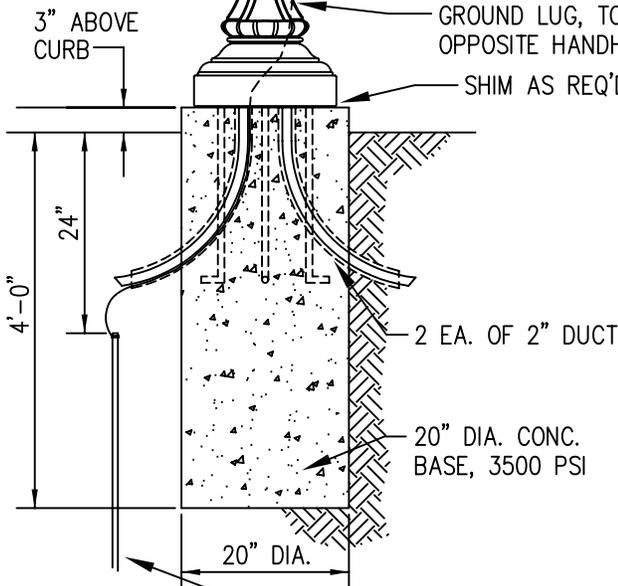
C-N-D SHALL EXTEND A MINIMUM OF 4" ABOVE CONCRETE BASE. ENDS SHALL BE SEALED WITH DUCT SEAL OR EQUAL.

3/4" DIA. x 24" LONG ANCHOR RODS, NUTS, LOCKWASHERS & FLATWASHERS - GALVANIZED STEEL - 4 OF EACH. BOLT PROJECTION OF 3" OUT OF TOP OF BASE.

NOTE:
POLE AND FIXTURE ARE LUMEC CATALOG No. Z40G 100 HPS 3AC 480 1 RA41-14-BKTX, 14' MOUNTING HEIGHT.

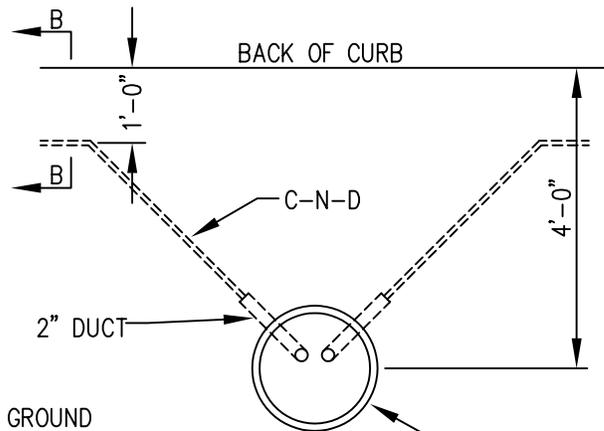


SECTION B-B
C-N-D INSTALLATION



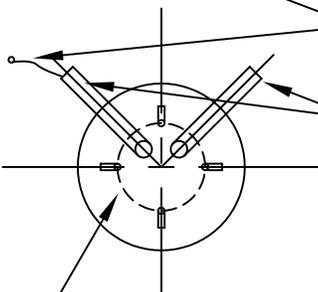
5/8" x 8'-0" COPPERWELD GROUND ROD W/ #4 AWG BARE GROUNDING WIRE.

TWO DUCTS TO EXIT CONCRETE BASE AT 90° FROM EACH OTHER, EXTEND 6" OUT FROM CONCRETE.



PLAN VIEW

POLE BASE & C-N-D LOCATION



11" BOLT CIRCLE FOR 4 ANCHOR RODS.

SECTION A-A
POLE MOUNTING & BASE



City of Oak Creek
Department of Public Works

Drawn By: K. Seufzer

Scale: N.T.S

Appv. By: M. Simmons

Date: 12/22/03 (Revised)

STREET LIGHTING
DECORATIVE RESIDENTIAL STANDARD

SL-5



Dayton Office

February 4, 2014

Contech Engineered Solutions LLC
9025 Centre Pointe Drive
Suite 400
West Chester, Ohio 45069

Attn: Mr. Michael D'Agostino
Inside Bridge Consultant

Re: Design of Geogrid Reinforced Foundation Improvement Below the Spread Footings for a
Con/Span (475964); Weatherly Drive, Oak Creek, Wisconsin; CBC Report No. 16055D-
1-0214-05

Gentlemen:

We are pleased to submit our report for the above referenced project. The purpose of this report is to provide the design of a geogrid reinforced foundation improvement for the spread footings for the proposed Conspan structure. Others are responsible for all other aspects of the design of this structure and the only responsibility of CBC Engineers & Associates, Ltd. is as referenced above.

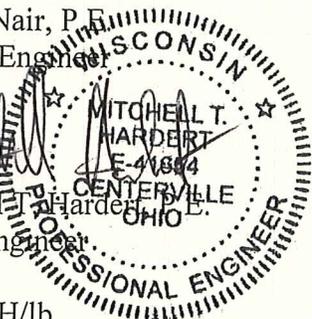
If you have any questions, please contact us.

Respectfully submitted,

CBC Engineers & Associates, Ltd.

Deepa Nair, P.E.
Project Engineer

Mitchell T. Hardert, P.E.
Chief Engineer



DN/MTH/lb

cc: Client (mdagostino@conteches.com)

cc: Jim Noll (jnoll@conteches.com)

1-File

Dayton, OH

Lexington, KY

Hazard, KY

Charleston, WV

Harrisburg, IL

125 Westpark Road / Centerville, Ohio 45459 / Phone: 937-428-6150 / Fax: 937-428-6154

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SECTION I

TEXT

1.0 AUTHORIZATION

Authorization to proceed with this project was given by Mr. Michael D'Agostino of Contech Engineered Solutions LLC. Work was to proceed in accordance with CBC Engineers & Associates, Ltd. Quotation No. 14-039-05, dated January 22, 2014, and the terms and conditions of the Master Agreement for Engineering Services dated July 30, 2009.

2.0 STRUCTURE DESCRIPTION

This project consists of an O-Series Con/Span structure with a span of 52'-0" and a rise of 11' 2-1/8" in the City of Oak Creek, Wisconsin. Table 1 presents the characteristics of the structure.

TABLE 1
STRUCTURE CHARACTERISTICS

Number of Structures	1
Structure Type	Precast Con/Span
Span (ft.-in.)	52'-0"
Rise (ft.-in.)	11' 2-1/8"
Barrel Length (ft)	62'-0"
Type of end treatment	Precast

The structure will be installed in accordance with Contech Project No. 475964 dated February 3, 2014. The top elevation of the Con/Span footing is about 115.4 feet and the bottom elevation is about 112.9 feet based on the plan and profile drawings prepared by City of Oak Creek, Wisconsin, Sheet 11 of 115 dated August 14, 2013. The Con/Span legs are supported on spread footings beneath each leg which have been designed (by Contech) to be 5.5 feet wide based on a maximum bearing pressure of 6,730 psf at the base of the footings. The footings, as well as the Con/Span itself, have been designed by Contech. The only responsibility of CBC is the design of the geogrid reinforced foundation improvement below the Con/Span footings and all other design aspects are the responsibility of others than CBC.

3.0 FOUNDATION CONDITIONS

We have been furnished geotechnical engineering borings and design recommendations made at the Con/Span location prepared by Giles Engineering Associates, Inc.; their project No: IG-1203019 dated November 14, 2012.

The footings for the Con/Span structure have been designed (by Contech) based on a maximum bearing pressure of 6,730 psf beneath the foundations. We have been requested to design foundation improvement using geogrids for the structure foundations given the fact that the borings made at the foundation locations indicate the presence of relatively soft foundation soils with a net allowable bearing capacity of only 2,500 psf. This foundation improvement using geogrids will increase the maximum allowable bearing pressure at the bottom of the structure foundations to the design bearing pressure of 6,730 psf (as per the design), and also reduce the total and differential settlement of the foundations under the action of loads to tolerable limits. We have utilized the soil parameters obtained from the boring logs in the above referenced geotechnical report in the design of the geogrid mats beneath the foundations. The in-situ soil below the proposed geogrid reinforced foundation has been considered to have a minimum internal friction angle of 30 degrees with a net allowable bearing capacity of at least 2500 psf.

It should be noted that CBC Engineers & Associates, Ltd. has not made any independent evaluation of the bearing capacity and/or soil properties, and we are relying totally on the information furnished to us as being correct and indicative of the foundation conditions at the location of the structure for the entire length of the structure. The bearing capacity and soil properties should be confirmed by a geotechnical engineer in the field at the time foundations are excavated before the structure and foundations are installed. If the bearing capacity and/or soil properties are less than design then problems to the structure could develop. All recommendations in the geotechnical report should be adhered to during construction.

4.0 GEOGRID REINFORCED MAT

Based on the provided geotechnical information, the native foundation soils for the structure are relatively soft which requires the provision of foundation improvement using geogrids to increase the maximum allowable bearing pressure at the bottom of the foundations to

6,730 psf (as per the design), and reduce the potential for excessive differential settlements of the foundations.

The RSF methodology for the foundation improvement according to the FHWA – Reinforced Shallow Foundation Manual is to excavate the existing soil and provide a geogrid reinforced mat to support the structure foundation. Generally, the mat is designed to provide a thickness such that the bearing pressure at the bottom of the mat is no greater than the safe net bearing capacity of the soil (in this case of 2,500 psf). The width of the mat beyond the edge of the structure is designed to provide a sufficient width that the stress bulb from the structure applies no greater than allowable values to the soil around it. If this is done then the foundation can be designed for the required loading generated by the structure.

The additional net pressure applied to the soil is the bearing pressure from the structure at the bottom of the mat plus the differential in weight between the mat and the original soil. The footing design prepared by Contech shows a 5'-6" wide foundation for the structure that will apply a total pressure of 6,730 psf at the bottom of the footings (top of the reinforced mat). The stress bulb for a continuous foundation based on Westergaard charts is shown in Figure 1.

WESTERGAARD CHART

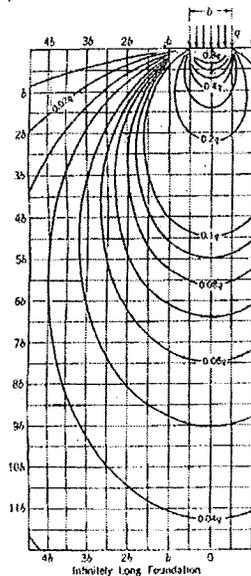


Figure 1

We were not furnished unit weights of the original soil material, and it is anticipated that the total unit weight of the soil to be excavated is around 120 pounds per cubic foot, and that the total unit weight of the recommended AASHTO A-1-a material compacted to 95% modified Proctor will be around 125 pcf. The differential unit weight is 5 pounds per cubic foot. This would give additional pressure at the bottom of the mat of 20 psf for a 4.0 foot thick mat of material. The net bearing pressure at the bottom of the mat from the structure based on the stress bulb from Westergaard chart is estimated to be approximately 2,500 psf for the structure.

According to FHWA guidelines the design of a RSF (Reinforced Soil Foundation) is based on Westergaard's layered elastic theory. The use of many layers of tensile reinforcement (geosynthetic reinforcement) in the RSF reduces lateral deformations within the mat to virtually zero, and the pressure from the structure is distributed as vertical pressure only.

It is proposed to use a minimum of four (4) layers of Tensar TX5 geogrid placed in the reinforced mat beneath the structure foundations. The design of the geogrid mat as a RSF presented herein has been performed using the Tensar analysis software – DSS: Dimension Foundation Improvement System Version 2.00.3/2011, which utilizes a procedure based on extensive field and laboratory research. The results of the DSS analysis are attached in Appendix A.

Considering a reinforced depth of 4.0 feet, and a 66.0 foot long by 9.5 foot wide geogrid mat for the structure, with a native soil friction angle estimated at 30° and no cohesion, the factor of safety in ultimate bearing capacity increases from FS=0.8 for the unreinforced scenario to FS=1.9 with the RSF for an applied pressure of 6,730 psf. The estimated settlement for the unreinforced soil is 2.85 inches, and with the reinforced soil is 1.45 inches, or a 49.2% reduction in settlement. The above increase in the ultimate bearing capacity factor of safety and the settlement reduction shows that the use of a geogrid reinforced mat (RSF) to support the structure foundations has considerable potential as a cost-effective alternative to deep foundations, or other improvement solutions such as over-excavation and replacement, densification, and chemical stabilization.

The geogrid reinforced mat, with 4 layers of geogrid, and the select backfill wrapped in filter fabric, is as shown in Figure 2.

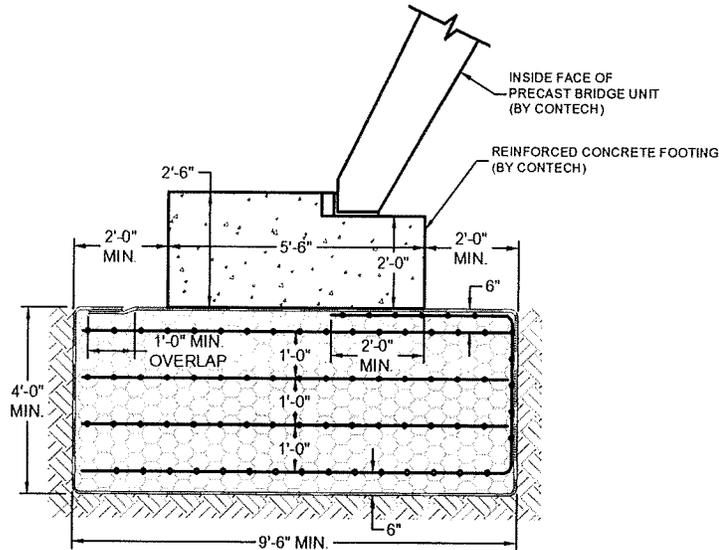


Figure 2

The material in the mat should be a well graded, crushed, durable aggregate (AASHTO A-1-a) granular material compacted to at least 95% of the maximum dry unit weight as achieved by the modified Proctor test. No. 57 stone is not an acceptable backfill material. This procedure should be followed for the structure foundations. The detail of the foundation improvement is attached in Appendix B.

5.0 SCOUR/EROSION EVALUATION

It is beyond the scope of this report to evaluate scour and it is the responsibility of others than CBC Engineers & Associates, Ltd.

6.0 WARRANTY

Our professional services have been performed, our findings obtained and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices. No other warranty, expressed or implied, is made.

This report has been prepared for the exclusive use of Contech Engineered Solutions LLC, for specific application to the structure herein described. Specific recommendations have been provided in the various sections of the report. The report shall, therefore, be used in its entirety. This report is not a bidding document and shall not be used for that purpose. Anyone reviewing this report must interpret and draw their own conclusions regarding specific

construction techniques and methods chosen. CBC Engineers & Associates, Ltd. is not responsible for the independent conclusions, opinions or recommendations made by others.

SECTION II
SPECIFICATIONS

II - GEOGRID REINFORCED FOUNDATIONS

1.0 GEOGRID REINFORCED MATS

- 1.1 The improvement below the 52' x 11' 2 1/8" Con/Span footings shall be geogrid mats consisting of a compacted granular material reinforced with Tensar geogrids.
- 1.2 The dimensions of the mats shall be as shown on the construction drawings.
- 1.3 The excavations shall be pumped free of water before any compacted backfill is placed and shall be kept pumped free of water until the Con/Span structure has been fully installed. The net allowable bearing pressure of the native soil below the proposed mat shall be verified by the geotechnical engineer to be at least 2,500 psf for the Con/Span, and the native soil shall also be verified to have an internal friction angle of at least 30 degrees.
- 1.4 The material for the compacted backfill in the mat shall conform to AASHTO A-1-a gradation, and shall be compacted to at least 95% of the maximum modified Proctor dry unit weight. In addition, the material shall be well graded, crushed and durable. No. 57 stone is not acceptable backfill material.
- 1.5 Structural geogrid TX5 or approved equal shall be placed at the locations shown on the construction drawings.
- 1.6 The structural geogrid shall be TX5 or approved equal and shall meet the requirements of these specifications.

2.0 DEWATERING

- 2.1 There may be a need to dewater before placing fill. All excavations shall be pumped free of water and all soft and loose material shall be removed before placing fill.

3.0 GEOGRID SPECIFICATIONS

3.1 GENERAL

- 3.1.1 Geogrid meeting the requirements of this specification shall be placed at the locations shown on the construction drawings.
- 3.1.2 The geogrid shall extend to the lengths shown on the construction drawings.

3.2 DELIVERY, STORAGE AND HANDLING

- 3.2.1** The contractor shall check the geogrid upon delivery to assure that the proper material has been received.
- 3.2.2** Geogrids shall be stored above -20°F (-29°C) and be shaded from prolonged periods of direct exposure to sunlight.
- 3.2.3** The contractor shall prevent excessive mud, wet cement, epoxy, and like materials, which may affix themselves to the gridwork, from coming in contact with the geogrid material.
- 3.2.4** Rolled geogrid material may be laid flat or stood on end for storage.

3.3 DEFINITIONS

- 3.3.1** Geogrid: A polymer grid structure specifically fabricated for use as soil reinforcement.
- 3.3.2** Direction of Reinforcement: Refers to the orientation that the geogrid is used in for a particular project; along the roll for uniaxial geogrid and either along or across the roll for biaxial geogrid.
- 3.3.3** MD: Machine direction.
- 3.3.4** CMD: Cross machine direction.

3.4 MATERIALS

- 3.4.1** Structural Soil Reinforcement Geogrid – The geogrid component shall be TriAx TX5 and shall be integrally formed and produced from a punched sheet of polypropylene which is then oriented in three substantially equilateral directions so that the resulting ribs shall have a high degree of molecular orientation, which continues at least in part through the mass of the integral node.
- 3.4.2** The resulting geogrid structure shall have apertures that are triangular in shape, and shall have ribs with depth-to-width ratios greater than 1.0.
- 3.4.3** The geogrid shall have typical characteristics shown in the table below, and shall be certified in writing by the manufacturer to be TX5:

TABLE II-1
PRODUCT PROPERTIES

TX5				
Index Properties	Longitudinal	Diagonal	Transverse	General
Rib pitch, mm (in)	40 (1.60)	40 (1.60)	--	
Mid-rib depth, mm (in)	--	1.4 (0.06)	1.5 (0.06)	
Mid-rib width, mm (in)		1.0 (0.04)	1.3 (0.05)	
Nodal thickness, mm (in)				3.1 (0.12)
Rib shape				rectangular
Aperture shape				triangular
Rib Aspect Ratio (height: width)				>1.0
Structural Integrity				
Junction efficiency, ⁽¹⁾ %				100
Aperture stability, ⁽²⁾ kg-cm/deg @ 5.0kg-cm				3.6
Radial stiffness at low strain, ⁽³⁾ kN/m @ 0.5% strain				430
Radial stiffness at low strain, ⁽³⁾ (lb/ft @ 0.5% strain)				29,500
Durability				
Resistance to chemical degradation ⁽⁴⁾				100%
Resistance to ultra-violet light and weathering ⁽⁵⁾				100%

Notes:

1. Load transfer capability determined in accordance with GRI-GG2-87 and GRI-GG1-87 and expressed as a percentage of ultimate tensile strength.
2. In-plane torsional rigidity measured by applying a moment to the central junction of a 225mm x 225mm specimen restrained at its perimeter in accordance with U.S. Army Corps of Engineers Methodology for Measurement of Torsional Rigidity, (Kinney, T.C. Aperture stability Modulus ref 3, 3-1-2000).
3. Radial stiffness is determined from tensile stiffness measured in any in-plane axis from testing in accordance with the scope of ISO 10319:1996.
4. Resistance to loss of load capacity when subjected to chemically aggressive environments in accordance with testing to ISO12960 as part of a durability assessment in accordance with ISO13434:1997 7.3
5. Resistance to loss of load capacity when subjected to ultra-violet light and weathering in accordance with testing to EN12224 as part of a durability assessment in accordance with ISO13434:1999 7.2
6. All dimensions and values are typical unless otherwise stated.

3.5 GEOGRID INSTALLATION

- 3.5.1** Geogrid shall be laid at the proper elevation and orientation (i.e., the machine direction shall be perpendicular to the structure) as shown on the construction drawings.
- 3.5.2** Correct orientation (roll direction) of the geogrid shall be verified by the Contractor. The correct roll direction shall be perpendicular to the structure.
- 3.5.3** Geogrid may be secured in-place with staples, pins, sand bags, or backfill as required by fill properties, fill placement procedures, or weather conditions, or as directed by the Engineer.
- 3.5.4** Geogrid Placement:
- Geogrids should be laid horizontally on compacted fill. Care must be taken to prevent slack from becoming trapped within the geogrid as fill is placed.

3.6 BACKFILL PLACEMENT OVER GEOGRID

- 3.6.1** Backfill material shall be placed in lifts and compacted to at least 95% of the maximum modified Proctor dry unit weight.
- 3.6.2** Backfill shall be placed, spread, and compacted in such a manner that minimizes the development of wrinkles in and/or movement of the geogrid.
- 3.6.3** Tracked construction equipment shall not be operated directly upon the geogrid. A minimum fill thickness of six (6) inches (150mm) is required prior to operation of tracked vehicles over the geogrid. Turning of tracked vehicles should be kept to a minimum to prevent tracks from displacing the fill and damaging the geogrid.
- 3.6.4** Rubber tired equipment may pass over geogrid reinforcement at slow speeds, less than 10 MPH (16 KPH). Sudden braking and sharp turning shall be avoided.

III - FILTER FABRIC (GEOTEXTILE SCREEN)

- 1.0 Filter fabric shall be placed at all locations shown on the construction drawings.
- 2.0 Filter fabric cloth shall conform to Contech specification for C60-NW or equivalent and shall meet the following ASTM tests:
 - 2.1 ASTM D4751 - Apparent opening size equal to #70 U.S. Standard Sieve Size.
 - 2.2 ASTM D4632 (Grab Tensile Test) - Minimum Strength = 160 pounds.
 - 2.3 ASTM D4632 (Grab Elongation) - 30-70%.
 - 2.4 ASTM D4533 (Trapezoidal Tear) - Minimum Strength = 60 pounds.
 - 2.5 ASTM D4355 (Stabilized for Heat and Ultra-Violet Degradation) - 70% strength retained.
- 3.0 The minimum fabric coefficient of permeability (ASTM D4491) shall be 0.24 cm/sec.
- 4.0 The fabric shall be non-woven with a minimum thickness (ASTM D5199) of 60 mils.
- 5.0 Fabric shall not be placed over sharp or angular rocks that could tear or puncture it.
- 6.0 Care should be exercised to prevent any puncturing or rupture of the filter fabric. Should such rupture occur the damaged area should be covered with a patch of filter fabric using an overlap minimum of one (1) foot.

APPENDIX A
CALCULATIONS

Dimension Solution Software

Release Version 2.00.4; August 10, 2011

CBC ENGINEERS AND ASSOCIATES LTD

125 WESTPARK RD

CENTERVILLE, OHIO 45459

Project: WEATHERLY DRIVE

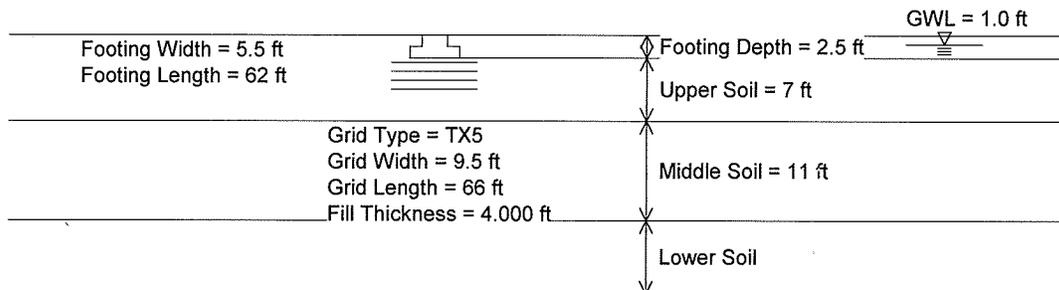
Number: 16055

Location:

Designer: DEEPA NAIR

Tensar®

Full Report of CONSPAN FOOTINGS-BORING 3



WARNING

The analysis of a Mechanically Stabilized Earth composite raft foundation performed using this Dimension Foundation Improvement System software is based on empirical data resulting from extensive field and laboratory research conducted on Tensar geogrids together with specific product performance characteristics unique to Tensar TX5 and/or TX7 geogrids. As a result, any analysis using this software is only applicable to the use of Tensar geogrids. Because of the empirical basis of this design software and the unique product performance characteristics of Tensar TX5 and/or TX7, no product substitutions (whether other Tensar geogrid products or products manufactured by others) are authorized or recommended in connection with this software and application.

There is significant risk in performance associated with the use of products other than Tensar geogrids. As a result, the use of any substitute products is the sole risk of the Owner and its Engineer who also assume full responsibility and liability for consequential damages.

Dimension Solution Software

Release Version 2.00.4; August 10, 2011

BEARING CAPACITY

ULTIMATE BEARING CAPACITY INPUT DATA

Footing Parameters:

Width:	5.5	ft
Length:	62	ft
Depth:	2.5	ft
Applied Bearing:	6730	psf

Geogrid Parameters:

Width:	9.5	ft
Length:	66	ft
Top Geogrid Distance:	0.5	ft
Spacing:	1	ft
Bottom Geogrid Distance:	0.5	ft
Fill Thickness:	4.000	ft
Number of Layers:	4	
Product Designation:	TX5	

Reinforced Fill:

Thickness:	4.000
Cohesion:	0
Friction Angle:	34
Effective Unit Wt:	125

Unreinforced Soil:

	Upper	Middle	Lower	
Thickness:	7	11	NA	ft
Cohesion:	0	0	0	psf
Friction Angle:	30	30	30	degrees
Effective Unit Wt:	57.6	57.6	57.6	pcf

ULTIMATE BEARING CAPACITY OUTPUT

Failure Mechanisms:

	Reinforced		Unreinforced	
Shallow Failure		130160	5683	psf
	Pullout	Overstress		
Punch/Interlayer	122527	122409	14316	psf
Deep Punch	12876	12931	32856	psf
	Upper	Middle/Lower		
Dimension Punch	23058	27471	NA	psf
Ultimate Bearing Capacity:		12876	5683	psf
Min Factor of Safety:		1.9	0.8	

Dimension Solution Software

Release Version 2.00.4; August 10, 2011

SETTLEMENT

UNIFORM SOIL INPUT

Foundation Soil Parameters:

Elastic Modulus: 40 ksf
Unit Weight: 125 pcf
Poisson's Ratio: 0.3

Reinforced Fill Parameters:

Elastic Modulus: 800 ksf

UNIFORM OUTPUT

Estimated Settlement:

Reinforced: ? in
Unreinforced: ? in

Percent Reduction in Settlement:

? %

LAYERED SOIL INPUT, COHESIONLESS AND VARIABLE

Reinforced Fill Elastic Modulus: 800 ksf

S1 - Silts, Sandy Silts
S2 - Fine-Medium Sands
S3 - Coarse Sands
S4 - Sandy Gravel, Gravel

Variable Soils only:

Layer No.	Soil Type	Thickness ft	Unit Wgt pcf	SPT	OCR	Cc/1+e	Cr/Cc
1	S1	7	57.6	9	NA	NA	NA
2	S1	5	57.6	11	NA	NA	NA
3	S1	6	57.6	16	NA	NA	NA

LAYERED COHESIONLESS SOIL OUTPUT

Estimated Settlement:

Reinforced: ? in
Unreinforced: ? in

Percent Reduction in Settlement:

? %

LAYERED VARIABLE SOIL OUTPUT

Estimated Settlement:

Reinforced: 1.45 in
Unreinforced: 2.85 in

Percent Reduction in Settlement:

49.2 %

Dimension Solution Software

Release Version 2.00.4; August 10, 2011

CBC ENGINEERS AND ASSOCIATES LTD

125 WESTPARK RD

CENTERVILLE, OHIO 45459

Project: WEATHERLY DRIVE

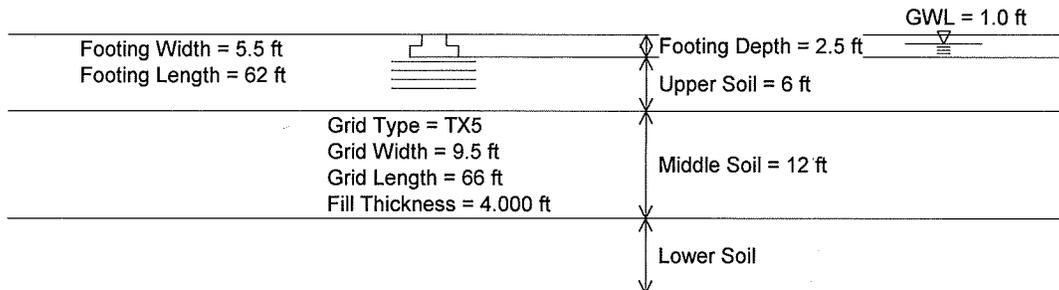
Number: 16055

Location:

Designer: DEEPA NAIR

Tensar®

Full Report of CONSPAN FOOTINGS-BORING 4



WARNING

The analysis of a Mechanically Stabilized Earth composite raft foundation performed using this Dimension Foundation Improvement System software is based on empirical data resulting from extensive field and laboratory research conducted on Tensar geogrids together with specific product performance characteristics unique to Tensar TX5 and/or TX7 geogrids. As a result, any analysis using this software is only applicable to the use of Tensar geogrids. Because of the empirical basis of this design software and the unique product performance characteristics of Tensar TX5 and/or TX7, no product substitutions (whether other Tensar geogrid products or products manufactured by others) are authorized or recommended in connection with this software and application.

There is significant risk in performance associated with the use of products other than Tensar geogrids. As a result, the use of any substitute products is the sole risk of the Owner and its Engineer who also assume full responsibility and liability for consequential damages.

Dimension Solution Software

Release Version 2.00.4; August 10, 2011

BEARING CAPACITY

ULTIMATE BEARING CAPACITY INPUT DATA

Footing Parameters:

Width: 5.5 ft
 Length: 62 ft
 Depth: 2.5 ft
 Applied Bearing: 6730 psf

Geogrid Parameters:

Width: 9.5 ft
 Length: 66 ft
 Top Geogrid Distance: 0.5 ft
 Spacing: 1 ft
 Bottom Geogrid Distance: 0.5 ft
 Fill Thickness: 4.000 ft
 Number of Layers: 4

 Product Designation: TX5

Reinforced Fill:

Thickness: 4.000
 Cohesion: 0
 Friction Angle: 34
 Effective Unit Wt: 125

Unreinforced Soil:

	Upper	Middle	Lower	
Thickness:	6	12	NA	ft
Cohesion:	0	0	0	psf
Friction Angle:	30	30	30	degrees
Effective Unit Wt:	57.6	57.6	57.6	pcf

ULTIMATE BEARING CAPACITY OUTPUT

Failure Mechanisms:

	Reinforced		Unreinforced	
Shallow Failure	130160		5683	psf
	Pullout	Overstress		
Punch/Interlayer	122527	122409	12892	psf
Deep Punch	12876	12931	32856	psf
	Upper	Middle/Lower		
Dimension Punch	23058	25104	NA	psf
Ultimate Bearing Capacity:	12876		5683	psf
Min Factor of Safety:	1.9		0.8	

Dimension Solution Software

Release Version 2.00.4; August 10, 2011

SETTLEMENT

UNIFORM SOIL INPUT

Foundation Soil Parameters:

Elastic Modulus: 40 ksf
Unit Weight: 125 pcf
Poisson's Ratio: 0.3

Reinforced Fill Parameters:

Elastic Modulus: 800 ksf

UNIFORM OUTPUT

Estimated Settlement:

Reinforced: ? in
Unreinforced: ? in

Percent Reduction in Settlement:

? %

LAYERED SOIL INPUT, COHESIONLESS AND VARIABLE

Reinforced Fill Elastic Modulus: 800 ksf

S1 - Silts, Sandy Silts
S2 - Fine-Medium Sands
S3 - Coarse Sands
S4 - Sandy Gravel, Gravel

Variable Soils only:

Layer No.	Soil Type	Thickness ft	Unit Wgt pcf	SPT	OCR	Cc/1+e	Cr/Cc
1	S1	6	57.6	10	NA	NA	NA
2	S1	6	57.6	19	NA	NA	NA
3	S1	6	57.6	13	NA	NA	NA

LAYERED COHESIONLESS SOIL OUTPUT

Estimated Settlement:

Reinforced: ? in
Unreinforced: ? in

Percent Reduction in Settlement:

? %

LAYERED VARIABLE SOIL OUTPUT

Estimated Settlement:

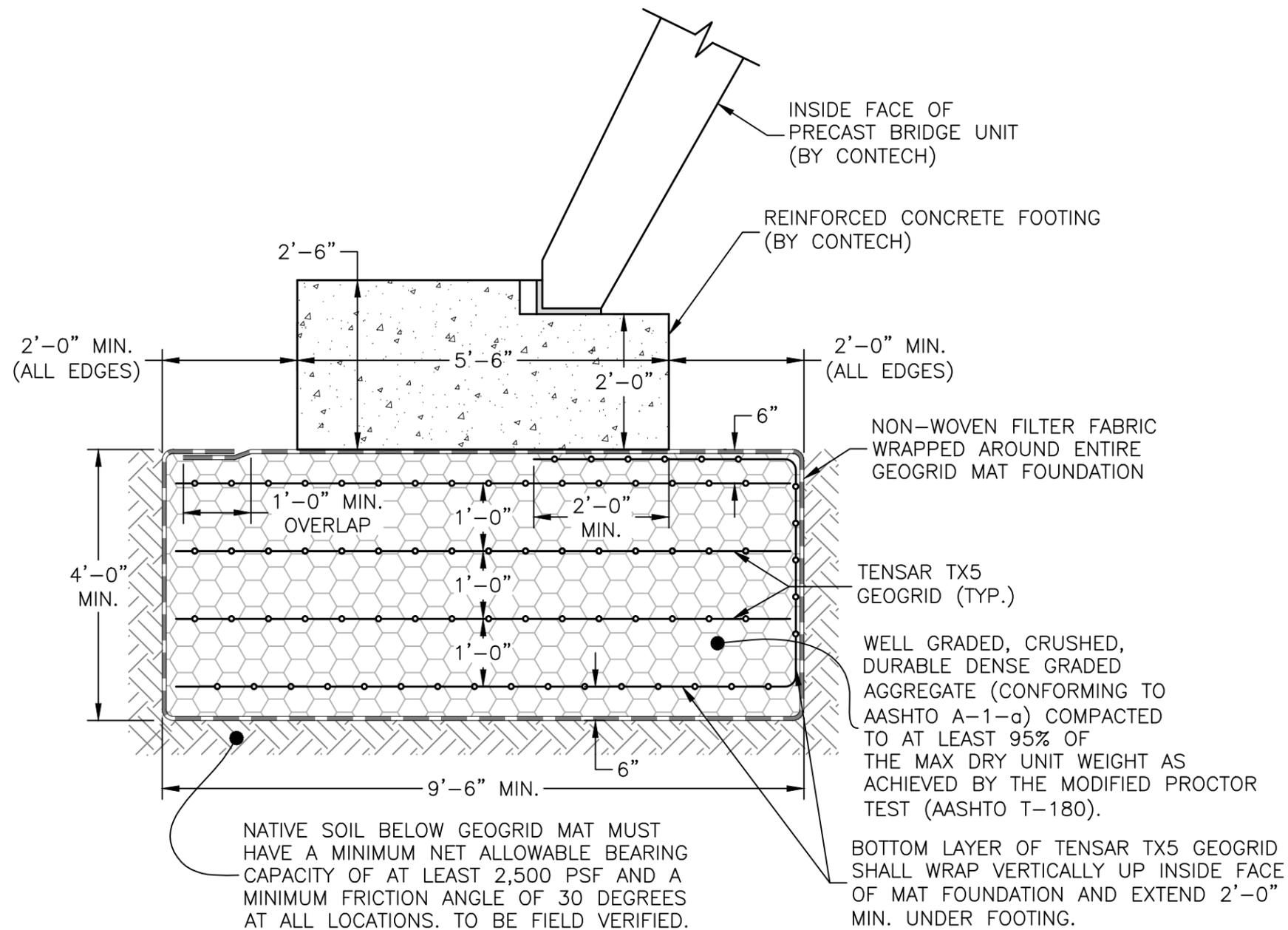
Reinforced: 1.04 in
Unreinforced: 2.12 in

Percent Reduction in Settlement:

51.1 %

APPENDIX B

FIGURE



TYPICAL SECTION AT BRIDGE FOOTING



NOTE:

- 1.) FOOTING DIMENSIONS ARE BASED ON CONTECH PROJECT #475964, DATED 2/3/2014.
- 2.) ANY REQUIRED EXCAVATION SHORING AND/OR DEWATERING IS THE RESPONSIBILITY OF THE CONTRACTOR. ALL APPLICABLE SAFETY REGULATIONS SHOULD BE FOLLOWED.

TYPICAL SECTION AT BRIDGE FOOTING

CONTECH ENGINEERED SOLUTIONS, LLC
 DESIGN OF GEOGRID REINFORCED FOUNDATION IMPROVEMENT
 FOR SPREAD FOOTING FOR A CON/SPAN;
 WEATHERLY DRIVE, OAK CREEK, WISCONSIN

PROJECT NO.
CBC-16055

SCALE
1" = 2'

FIGURE NO.



1



April 14, 2014

GP-SE-2014-41-T00663

City of Oak Creek
Phil Beiermeister
8640 S. Howell Avenue
Oak Creek, WI 53154

RE: Coverage under the wetland and waterway statewide general permit for municipalities to construct, reconstruct or maintain highways, bridges, arches and culverts, located in the City of Oak Creek, Milwaukee County, also described as in the SW1/4 of the NW1/4 of Section 17, Township 5 North, Range 22 East - Weatherly Drive.

Dear Mr. Beiermeister:

Thank you for submitting an application for coverage under the wetland and waterway statewide general permit for municipalities to construct, reconstruct or maintain highways, bridges, arches and culverts, 30.206.

You have certified that your project meets the eligibility criteria and conditions for this activity. Based upon your signed certification you may proceed with your project. Please take this time to re-read the permit eligibility standards and conditions. The eligibility standards can be found on your application checklist or in the statewide general permit WDNR-GP2-2012 (found at <http://dnr.wi.gov/topic/Sectors/Transportation.html>, under the Permits tab). The permit conditions are attached to this letter. You are responsible for meeting all general permit eligibility standards and permit conditions. This includes notifying the Department before starting the project, and submitting photographs within one week of project completion. Please note your coverage is valid for 5 years from the date of the department's determination or until the activity is completed, whichever occurs first. This permit coverage constitutes the state of Wisconsin's wetland water quality certification under USCS s. 1341 (Clean Water Act s. 401). The stream crossing structure for this project must be constructed between June 15th and February 28th of the calendar year.

The Department conducts routine and annual compliance monitoring inspections. Our staff may follow up and inspect your project to verify compliance with state statutes and codes. If you need to modify your project please contact your local WDNR Transportation Liaison, Kristina Betzold at (414) 263-8517 or email Kristina.Betzold@wisconsin.gov to discuss your proposed modifications.

The Department of Natural Resources appreciates your willingness to comply with wetland regulations, which help to protect the water quality, fish and wildlife habitat, natural scenic beauty and recreational value of Wisconsin's wetland resources for future generations. Please be sure to obtain any other local, state or federal permits that are required before starting your project.

If you have any questions, please call me at (414) 263-8517 or email Kristina.Betzold@wisconsin.gov.

Sincerely,



Kristina Betzold
WDNR Transportation Liaison

Quality Customer Service is Important to Us. Tell Us How We Are Doing.

Water Division Customer Service Survey
<https://www.surveymonkey.com/s/WDNRWater>

WDNR-GP2-2012 Permit Conditions – Local Roads, Bridges, Arches, Culverts

You agree to comply with the following conditions:

1. **Application.** You shall submit a complete application package to the Department as outlined in Section 2 of this permit. If requested, you shall furnish the Department, within a reasonable timeframe, any information the department needs to verify compliance with the terms and conditions of this permit.
2. **Certification.** Acceptance of general permit WDNR-GP2-2012 and efforts to begin work on the activities authorized by this general permit signifies that you have certified the project meets all eligibility standards outlined in Section 1 of this permit and that you have read, understood and have agreed to follow all terms and conditions of this general permit.
3. **Reliance on Applicant's Data.** The determination by this office that a confirmation of authorization is not contrary to wetland water quality standards will be based upon the information provided by the applicant and any other information required by the DNR.
4. **Project Plans.** This permit does not authorize any work other than what is specifically described in the notification package and plans submitted to the Department and you certified is in compliance with the terms and conditions of WDNR-GP2-2012.
5. **Expiration.** This WDNR-GP2-2012 expires on November 1, 2017. The time limit for completing work authorized by the provisions of WDNR-GP2-2012 ends 5 years after the date on which the discharge is considered to be authorized under WDNR-GP2-2012 or until the discharge is completed, whichever occurs first.
6. **Other Permit Requirements.** You are responsible for obtaining any other permit or approval that may be required for your project by local zoning ordinances, other local authority, other state permits and by the U.S. Army Corps of Engineers before starting your project.
7. **Project Start.** You shall notify the Department before starting construction.

- 8. Permit Posting.** A copy of the permit coverage letter and approved plan must be maintained and available on the project site prior to construction, and remaining at least five days after construction.
- 9. Permit Compliance.** The department may modify or revoke coverage of this permit if it is not constructed in compliance with the terms and conditions of this permit, or if the Department determines the project will be detrimental to the public interest or wetland water quality standards. Any act of noncompliance with this permit constitutes a permit violation and is grounds for enforcement action. Additionally, if any conditions of this permit are found to be invalid or unenforceable, authorization for all activities to which that condition applies is denied.
- 10. Construction Timing.** Once waterway work below the OHWM commences, all construction activities in those waterways must be continuous until the work is completed and the site is stabilized. Once wetland work commences, all construction activities in those wetlands must be continuous to the extent practicable. During periods of inactivity in wetlands, the site must be made stable until the work is resumed and completed.
- 11. Construction.** No other portion of the wetland may be disturbed beyond the area designated in the submitted plans.
- 12. Project Completion.** Within one week of project completion you shall submit to the WDNR Transportation Liaison a statement certifying project is in compliance with all the terms and conditions of this permit and photographs of the activities authorized by this permit.
- 13. Proper Maintenance.** You must maintain the activity authorized by WDNR-GP2-2012 in good condition and in conformance with the terms and conditions of this permit, and must avoid additional impacts to waterways and wetlands. Remove accumulated brush, debris or other obstructions that are trapped in or underneath the structure regularly.
- 14. Site Access.** Upon reasonable notice, you shall allow access to privately owned area of the site to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance the terms and conditions of WDNR-GP2-2012 and applicable laws.
- 15. Erosion and Sediment Control Practices.** The project site shall implement erosion and sediment control measures that adequately control or prevent erosion, and prevent damage to waterways and wetlands as outlined in [NR 151](#), Wis. Adm. Code.

Note: If the project includes any grading, excavation or land-disturbance activity in excess of one acre, you may also need to receive coverage under a [Construction Site Stormwater Permit](#) in addition to this permit. Contact the [WDNR Transportation Liaison](#) to determine the need for additional review.

- Pump intakes and discharges shall prevent impacts to fisheries, wildlife, and their habitat, and must be placed to prevent the disturbance, removal and scour of bed material.

- You shall remove all coffer dams in such a way that minimizes the release of sediment and other downstream impacts.
- Consistent with stream flows reasonably predictable during the time period of use, temporary structures shall have sufficient waterway opening, either inherent in the structure or combined with an overflow area, to prevent damage from back-up of water and downstream siltation due to washout or scouring of temporary facilities.
- All grading, excavation and land-disturbance activity will be confined to the minimum area necessary for the placement of the structure and will not exceed one (1) acre.
- Construction and dewatering activities shall be accomplished in such a manner as to minimize erosion and siltation into surface waters and wetlands. All erosion control measures must meet or exceed the [WDNR Technical Standards](#).
- Construction of the bridge, culvert, or arch shall be completed as quickly as possible in order to minimize disruption. Construction shall minimize the removal of trees, shrubs and other shoreline vegetation above the ordinary high water mark (OHWM), unless otherwise directed by the WDNR Transportation Liaison. Construction equipment should not operate on the bed of the stream, below the OHWM, except for that which is necessary for the placement of the structure.
- You are not allowed to do construction during periods of high water levels to avoid overwhelming the construction site.

16. Bats. As a result of the recent listing of 4 species of bats as Threatened in Wisconsin, bridges should be inspected for bat use prior to demolition or repair. Specific guidance is in development and will be available upon request.

17. Swallows. Swallows may nest under bridges. Nesting swallows are protected under the Migratory Bird Treaty Act. The nesting season for swallows has been established as May 1 through August 30. The need for a US Fish and Wildlife Service depredation permit may be avoided by removing the existing bridge superstructure prior to nest occupation by swallows, and clearing the nests from and installing a suitable netting device on the remaining existing superstructure prior to nesting activity to prevent the swallows from nesting.

18. Contaminated Sites. The Department provides an on-line database of contaminated sites, called the [Redevelopment and Remediation \(RR\) Site Maps](#). You must check the site to see if a hazardous substance release has been reported in your project area, and if there has been a release, contact WDNR before submitting your application for WDNR-GP2-2012.

19. Asbestos. Any bridge or culvert that is not wood, metal, glass or fiberglass may contain asbestos. WDNR needs to be notified by the [Asbestos removal and notification forms](#) 10 days before the demolition of any existing structure, which may contain asbestos.

- 20. Hazardous Sites.** You must determine if there are any Environmental Repair and Solid Waste disposal sites may be within the project boundaries by checking the [Historic Registry of Waste Disposal Sites](#). You must check the site to see if a hazardous substance release has been reported in your project area, and if there has been a release, contact WDNR before submitting your application for WDNR-GP2-2012.
- 21. Invasive Species.** All project equipment shall be decontaminated for removal of invasive species prior to and after each use on the project site by utilizing [best management practices to avoid the spread of invasive species](#).
- 22. Wetland protection.** You shall not store any vegetation, material, or equipment in wetlands. The project will be constructed in a manner that will maintain wetland hydrology in the remaining wetland complex.
- 23. Temporary fills.** Any temporary fills must be removed in their entirety and the affected areas returned to their preexisting elevation and vegetated.
- 24. Federal and State Threatened and Endangered Species.** WDNR-GP2-2012 does not affect the DNR's responsibility to insure that all authorizations comply with Section 7 of the Federal Endangered Species Act, s. 29.604, Wis. Stats and applicable State Laws. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. No activity is authorized which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act and/or State law or which is likely to destroy or adversely modify the critical habitat of a species as identified under the Federal Endangered Species Act.
- 25. Special Concern Species.** If the Wisconsin National Heritage Inventory lists a known special concern species to be present in the project area you will take reasonable activities to prevent significant adverse impacts or to enhance the habitat for the species of concern.
- 26. Historic Properties and Cultural Resources.** WDNR-GP2-2012 does not affect the DNR's responsibility to insure that all authorizations comply with Section 106 of the National Historic Preservation Act and s. 44.40, Wis. Stats. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places. If cultural, archaeological, or historical resources are unearthed during activities authorized by this permit, work must be stopped immediately until the State Historic Preservation Officer is contacted for further instruction.
- 27. Preventive Measures.** Measures must be adopted to prevent potential pollutants from entering a wetland or waterbody. Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a manner that would allow them to enter a wetland or waterbody as a result of spillage, natural runoff, or flooding. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at **1-800-943-0003**.

- 28. Reporting a violation.** You shall report any violations of this permit that you become aware of to the Department within 24 hours of the incident occurrence.
- 29. Suitable fill material.** All fill authorized under this permit must consist of clean suitable soil material, as defined by s. NR 500.03(214), Wis. Admin. Code, free from hazardous substances as defined by s. 289.01(11), Wis. Stats., and free from solid waste as defined by ss. 289.01(11) and (33), Wis. Stats.
- 30. Standard for Coverage.** Wetland impacts from the project will cause only minimal adverse environmental impacts as determined by the Department.
- 31. Property Rights.** This permit does not convey any property rights of any sort, or any exclusive privilege. The permit does not authorize any injury or damage to private property or any invasion of personal rights, or any infringement of federal, state or local laws or regulations.
- 32. Transfers.** Coverage under this permit is not transferable to any person.
- 33. Limits of State Liability.** In authorizing work, the State Government does not assume any liability, including for the following:
- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the State in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this WDNR-GP2-2012.
- 34. Reevaluation of Decision.** The Department may suspend, modify or revoke authorization of any previously authorized activity and may take enforcement action if the following occur:
- a. The applicant fails to comply with the terms and conditions of WDNR-GP2-2012.
 - b. The information provided by the applicant in support of the permit application proves to have been false, incomplete, or inaccurate.
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

WISCONSIN DEPARTMENT OF NATURAL RESOURCES
WETLAND AND WATERWAY GENERAL PERMIT
FOR MUNICIPALITIES TO CONSTRUCT, RECONSTRUCT OR MAINTAIN HIGHWAYS,
BRIDGES, ARCHES AND CULVERTS

Permittee: Municipalities such as a city, town, village or county

Permit No.: WDNR-GP2-2012

Issuing Office: Office of Business Support and Sustainability, Office of Energy and Environmental Analysis, Wisconsin Department of Natural Resources (DNR)

Issuance Date: November 6, 2012

Expiration Date: November 6, 2017

GENERAL PERMIT AUTHORIZATIONS: In compliance with the provision(s) of Wis. Stats. § 281.36 (3b)(b), , no person may discharge/place dredged or fill material into a wetland unless the discharge is authorized by a wetland general permit or individual permit issued by the Department of Natural Resources (Department) or the discharge is exempt by statute. In compliance with the provision(s) of Wisconsin Statutes § Chapter 281.36 (3g)(a)10 and Section 30.123(7), municipalities are authorized to construct, reconstruct or maintain highways, bridges, arches and culverts and will comply with the terms and conditions of WDNR-GP2-2012. Please refer to the following sections of this permit for the specific eligibility standards, application requirements, certification requirements and responsibilities, conditions, findings of fact, conclusions of law, and definitions required by WDNR-GP2-2012.

OTHER AUTHORIZATIONS NECESSARY: WDNR-GP2-2012 authorizations are subject to all applicable terms and conditions specified in this permit. However, **WDNR-GP2-2012 authorizations are provisional and require that project proponents obtain any other local, state or federal permits before any work may proceed.** Please contact the county zoning administrator to determine if permits are needed. U.S. Army Corps of Engineers wetland permits are required for discharges to federal wetlands.

PROJECT DESCRIPTION AND LOCATION: WDNR-GP2-2012 applies to a discharge to wetland and waters of the state that is affecting up to 10,000 square feet in size and necessary for the construction, reconstruction, or maintenance of a highway, bridge, arch or culvert that is part of a municipal public transportation project and is being carried out under the direction and supervision of a city, town, village or county.

GENERAL PERMIT COVERAGE: Unless notified by the Department to the contrary, the effective date of coverage under this general permit is 30 calendar days after a complete application package has been received by the Department at the office designated in the permit application materials provided by the Department. **WDNR-GP2-2012 permit coverage is valid for 5 years after the date on which the discharge is considered to be authorized or until the discharge has been completed, whichever occurs first.** Therefore, permit coverage terminates unless another application is submitted to retain coverage under this permit or a reissued version of this permit.

State of Wisconsin Department of Natural Resources
For the Secretary



David Siebert – Director
Office of Energy and Environmental Analysis

November 6, 2012

Date Permit Signed

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WDNR-GP2-2012 TERMS AND CONDITIONS

The following sections describe the general permit authorization procedures implemented by the DNR in WDNR-GP2-2012. Projects must meet all the terms and conditions of this permit to be eligible for coverage under WDNR-GP2-2012.

NOTE: The term "you" and its derivatives, as used in this general permit, means the permittee, which is the municipality. The term "the Department" or "this office" refers to the appropriate Wisconsin Department of Natural Resources (DNR) Service Center, DNR Region or Central Office headquarters of the Wisconsin DNR having jurisdiction over the authorized activity or the appropriate official of that office acting under the authority of the Secretary of the Department.

SECTION 1 – WDNR-GP2-2012 ELIGIBILITY STANDARDS

The municipal highway, bridge, arch or culvert project must meet **all** the following standards to be eligible for coverage and authorization under this general permit. Persons proposing to do work should note that Wis. Stats § 281.36 (3g)(h), requires applicants to demonstrate that adverse impacts to wetlands have been avoided and minimized to the maximum extent practicable.

NOTE: Projects that do not meet all standards are not eligible for this general permit and are therefore excluded from coverage under WDNR-GP2-2012. For municipal highway, bridge, arch and culvert projects that do not qualify for WDNR-GP2-2012, the department has authority under Wis. Stats. § 281.36(3g)(i) and 30.206(3r), to require an individual permit in lieu of a general permit, if the department has determined that conditions specific to the site require additional restrictions on the discharge to provide reasonable assurance that no significant adverse impacts to wetland functional values will occur.

Project Description

1. Contact the local [WDNR Transportation Liaison](#) during the development of the project to have a pre-application discussion.
2. A municipality is the applicant and the project purpose is a public transportation project to construct, reconstruct or maintain a highway, bridge, arch or culvert associated with a single and complete project.
3. If the project includes a bridge or culvert that is greater than 36” in diameter, the plans must be signed and approved by either the County Highway Commissioner or a professional engineer that is a designated agent for the municipality on transportation engineering projects.
4. Structures over lake outlets and lake systems or any culvert installed with the intent to back up water are not eligible for a general permit.
5. Projects that are administered (or “let”) by WisDOT are not eligible for this general permit.
6. Projects that are new roads or new crossings of a navigable waterway where there was previously no crossing, are not eligible for this general permit.
7. Projects that may impact tribal lands or rights, may need additional coordination. Please contact the WDNR Transportation Liaison as soon as possible to begin coordination.
8. This general permit does not authorize any permanent change in the course of a navigable stream, or removal of material from the bed of any waterway, except for what is necessary to place the structure.
9. The proposed project avoids and minimizes wetland impacts to the greatest extent practicable.
10. The discharge will cause only minimal adverse environmental impacts.
11. Your acceptance of coverage under this permit and your efforts to begin work on the project signify that you have read, understood and agreed to follow all conditions of this permit.
12. The permit does not authorize the placement of a culvert on a stream that is more than 35 feet wide, measured from ordinary high water mark to ordinary high water mark, unless otherwise approved by the WDNR Transportation Liaison.
13. Bridges authorized by this permit must be clear-span, with no new piers in the waterway.

Project Impacts

14. The project shall not impact more than 10000 square feet (0.23 acre) of wetland or waterway for a single and complete project. Disturbance should include only the amount of wetland fill necessary to properly construct the highway and shall minimize alteration of critical features of waterway or wetland habitats. If the project includes ONLY a bridge, arch or culvert replacement, the project should not impact more than 4356 square feet

(0.1 acre) of wetland and disturbance should include only the amount of wetland fill necessary to properly construct and stabilize the bridge, arch or culvert.

15. Projects that impact wetland must comply with the wetland water quality standards outlined in Wis. Stat. § 281.36(3g)(d) and Wis. Admin. Code § [NR 103](#), including the submission of a narrative describing avoidance and minimization of wetlands and “Municipal Highways, Bridges, Arches and Culverts Alternatives Analysis” found in the WDNR-GP2-2012 General Permit Checklist.
16. The permit does not authorize the replacement or reconstruction of a bridge, arch or culvert on a wild river designated under Wis. Stat. §30.26 and Wis. Admin. Code [NR 302](#), or where similar federal, state or local regulations prohibit the construction.
17. Project activities will not take place in or result in adverse impacts to Great Lakes ridge and swale complexes, interdunal wetlands, coastal plain marshes, southern sphagnum bogs, boreal rich fens, or calcareous fens.
18. Project will not result in a deleterious impact to any publicly owned trails or property.
19. The project will not result an adverse impact on navigation, and must allow for portage to anyone legally navigating the waterway. All bridges shall either maintain a clearance of not less than 5 feet, or comply with requirements of Wis. Adm. Code § [NR 320](#) (NR 320.04(3)).
20. For bridge, arch or culvert projects, to minimize adverse impacts on fish movement, fish spawning, and egg incubation periods, the project may not occur during the following time periods:
 - **September 15th through May 15th for trout streams; and the Root River (Racine County), Kewaunee River (Kewaunee County), and Strawberry Creek (Door County) upstream to the first dam or barrier.**
 - **March 1st through June 15th for ALL other waters.**

Note: Per Wis. Admin. Code§ NR 1.02 (7), the Department identifies and classifies trout streams to ensure adequate protection and proper management of this unique resource. To determine if a waterway is a trout stream, you may check [WDNR Trout Maps](#).

The timing restrictions described above apply to work below the ordinary high water mark (OHWM), on waterways that have standing or flowing water. The timing restrictions listed may be waived or modified by the regional WDNR Transportation Liaison.

Design of the Project

21. The grade-line of any existing overflow sections passing a portion of the regional flood will not be raised and the existing highway water-crossing must have a history of adequately passing flood water, be free of significant controversy concerning public rights in navigable waters, and shall conform to the requirements of Wis. Admin. Code § ch. [NR 116](#), Wisconsin’s Floodplain Management Program.

22. The proposed road grade and structure must have water passing characteristics at least as effective as the existing road grade and structure.
23. Appropriate culvert sizing and invert elevations will be determined using the Municipal Supplemental Worksheet for Sizing and Setting Bridges, Arches and Culverts, which can be found at <http://dnr.wi.gov>, keyword "Transportation". Plans should show the existing structure, as well as the proposed structure.
24. Project shall not result in a significant obstruction to *aquatic organism passage* (AOP). **The local [WDNR Transportation Liaison](#) will be able to assist you with determining if the existing or proposed structure is an obstruction, and whether designing for AOP is necessary.** Please follow these general guidelines for designing a structure so that it allows passage for aquatic organisms:
 - The proposed structure should be as wide as bankfull width (see definitions). Structures cannot be designed or installed in a way that results in higher water surface elevations upstream of the crossing compared to downstream.
 - The crossing needs to be sized and set at an elevation so that water depths, widths, and velocities at the culvert inlet and outlet match the natural water depths, widths, and velocities in the natural stream channel.
 - The structure needs to be set flat for low gradient streams, i.e., less than 1% gradient. The inlet and outlet invert elevation of the culvert needs to be set below the natural stream bottom flow line elevation. Structures need to be set low enough to allow streambed material to deposit in the bottom of the culvert, or where appropriate, natural streambed material can be added.

Construction of the Project

25. Any dredging that is necessary to bury the culvert will be limited to greatest extent possible and deposition of sand, gravel, or stone will only occur immediately underneath and within 2 feet of the culvert.
26. Unless the waterway is dry for the duration of the construction activities, you must install a cofferdam and diversion channel or cofferdam and pump bypass system upstream and downstream of your construction area, unless otherwise directed by WDNR Transportation Liaison. Protection of the stream during construction must be shown on plans.
27. Cofferdams and temporary channels must be constructed of non-erodible material and secured with rock bags at the bottom of the channel and top of the banks. No earthen cofferdams will be authorized.
28. The temporary diversion of the stream must be shown in the plans and placement shall not exceed 5 working days. Stream flow needs to be maintained to downstream throughout construction.
29. Except for a temporary bypass system during construction, the project will not involve the creation, modification, or enhancement of any dam structures.

SECTION 2: WDNR-GP2-2012 APPLICATION REQUIREMENTS FOR COVERAGE

You are required to comply with the following application requirements:

1. After you have carefully confirmed the proposed discharge of dredged and/or fill material into wetland meets all the terms and conditions of this permit you must submit a complete application package, including a [WRAPP form](#), an application checklist and alternatives analysis to **Deborah Lee, Wisconsin DNR, Water Permit Central Intake, WT/3, P.O. Box 7185, Madison, WI, 53707-7185**. Application materials can be found at <http://dnr.wi.gov>, keyword "Transportation".
2. Unless notified by the Department to the contrary, the effective date of coverage under this permit is 30 calendar days after the designated DNR office receives a complete application package.
3. The Department has one opportunity to request that you provide additional information necessary to verify compliance with the terms and conditions of this permit. If additional information is needed, the Department will notify you within 30 calendar days after receiving your application package.
4. If adverse weather conditions prevent the Department from conducting an accurate on-site inspection or assessing the potential for site-specific impacts during the 30-day application period, the Department shall give notice to the applicant of this condition and shall complete the inspection as soon as weather conditions permit.
5. As provided under Wis. Stat. § 281.36 (3g)(i), the Department may determine the project is not eligible for this general permit and require the project be reviewed through the individual permit process outlined in Wis. Stats. § 281.36(3m). If the Department determines your project is not eligible for this permit, you will be notified within 30 calendar days after your complete application package is received by DNR.
6. Applications shall be submitted on forms supplied by the Department. Details for a complete application can be found at <http://dnr.wi.gov>, keyword "Transportation". The application shall include:
 - a. Complete and Signed Water Resources Application for Project Permits ([WRAPP form](#)) certifying project meets the terms and conditions of WDNR-GP2-2012.
 - b. Project plans or schematic drawings
 - c. Maps of the project site that show clear directions to the project site with project and property boundaries clearly labeled
 - d. Photographs that represent existing site conditions where project will occur
 - e. Alternatives Analysis for municipal highway, bridges, arches, and culverts, including detailed documentation that clearly demonstrates why the impact to the wetland cannot be avoided and how the impact to the wetland will be minimized.

SECTION 3: WDNR-GP2-2012 CERTIFICATION AND RESPONSIBILITIES

The applicant certifies and agrees to the following:

1. Upon submittal of a complete application package to DNR, you have certified that you are the responsible party and the highway, bridge, culvert, or arch construction project will be conducted in compliance with all the terms and conditions of WDNR-GP2-2012.
2. If the project includes a bridge or culvert greater than 36" in diameter, the plans must be signed and approved by the County Highway Commissioner or a professional engineer that is a designated agent for the municipality on transportation engineering projects.

SECTION 4: WDNR-GP2-2012 GENERAL PERMIT CONDITIONS

You agree to comply with the following conditions:

1. **Application.** You shall submit a complete application package to the Department as outlined in Section 2 of this permit. If requested, you shall furnish the Department, within a reasonable timeframe, any information the department needs to verify compliance with the terms and conditions of this permit.
2. **Certification.** Acceptance of general permit WDNR-GP2-2012 and efforts to begin work on the activities authorized by this general permit signifies that you have certified the project meets all eligibility standards outlined in Section 1 of this permit and that you have read, understood and have agreed to follow all terms and conditions of this general permit.
3. **Reliance on Applicant's Data.** The determination by this office that a confirmation of authorization is not contrary to wetland water quality standards will be based upon the information provided by the applicant and any other information required by the DNR.
4. **Project Plans.** This permit does not authorize any work other than what is specifically described in the notification package and plans submitted to the Department and you certified is in compliance with the terms and conditions of WDNR-GP2-2012.
5. **Expiration.** This WDNR-GP2-2012 expires on November 6, 2017. The time limit for completing work authorized by the provisions of WDNR-GP2-2012 ends 5 years after the date on which the discharge is considered to be authorized under WDNR-GP2-2012 or until the discharge is completed, whichever occurs first.
6. **Other Permit Requirements.** You are responsible for obtaining any other permit or approval that may be required for your project by local zoning ordinances, other local authority, other state permits and by the U.S. Army Corps of Engineers before starting your project.
7. **Project Start.** You shall notify the Department before starting construction.

8. **Permit Posting.** A copy of the permit coverage letter and approved plan must be maintained and available on the project site prior to construction, and remaining at least five days after construction.
9. **Permit Compliance.** The department may modify or revoke coverage of this permit if it is not constructed in compliance with the terms and conditions of this permit, or if the Department determines the project will be detrimental to the public interest or wetland water quality standards. Any act of noncompliance with this permit constitutes a permit violation and is grounds for enforcement action. Additionally, if any conditions of this permit are found to be invalid or unenforceable, authorization for all activities to which that condition applies is denied.
10. **Construction Timing.** Once waterway work below the OHWM commences, all construction activities in those waterways must be continuous until the work is completed and the site is stabilized. Once wetland work commences, all construction activities in those wetlands must be continuous to the extent practicable. During periods of inactivity in wetlands, the site must be made stable until the work is resumed and completed.
11. **Construction.** No other portion of the wetland may be disturbed beyond the area designated in the submitted plans.
12. **Project Completion.** Within one week of project completion you shall submit to the WDNR Transportation Liaison a statement certifying project is in compliance with all the terms and conditions of this permit and photographs of the activities authorized by this permit.
13. **Proper Maintenance.** You must maintain the activity authorized by WDNR-GP2-2012 in good condition and in conformance with the terms and conditions of this permit, and must avoid additional impacts to waterways and wetlands. Remove accumulated brush, debris or other obstructions that are trapped in or underneath the structure regularly.
14. **Site Access.** Upon reasonable notice, you shall allow access to privately owned area of the site to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance the terms and conditions of WDNR-GP2-2012 and applicable laws.
15. **Rip Rap.** Rip rap used to stabilize a road will consist of clean stone 6 to 24 inches in diameter, not exceed a 2:1 slope, must underlain by filter fabric or clean-washed gravel and no fill material or soil will be placed in a wetland or below the ordinary high water mark of a public waterway.
16. **Erosion and Sediment Control Practices.** The project site shall implement erosion and sediment control measures that adequately control or prevent erosion, and prevent damage to waterways and wetlands as outlined in Wis. Admin. Code § ch. [NR 151](#).

Note: If the project includes any grading, excavation or land-disturbance activity in excess of one acre, you may also need to receive coverage under a [Construction Site Stormwater Permit](#) in addition to this permit. Contact the [WDNR Transportation Liaison](#) to determine the need for additional review.

- Pump intakes and discharges shall prevent impacts to fisheries, wildlife, and their habitat, and must be placed to prevent the disturbance, removal and scour of bed material.
- You shall remove all coffer dams in such a way that minimizes the release of sediment and other downstream impacts.
- Consistent with stream flows reasonably predictable during the time period of use, temporary structures shall have sufficient waterway opening, either inherent in the structure or combined with an overflow area, to prevent damage from back-up of water and downstream siltation due to washout or scouring of temporary facilities.
- All grading, excavation and land-disturbance activity will be confined to the minimum area necessary for the placement of the structure and will not exceed one (1) acre.
- Construction and dewatering activities shall be accomplished in such a manner as to minimize erosion and siltation into surface waters and wetlands. All erosion control measures must meet or exceed the [WDNR Technical Standards](#).
- Construction of the bridge, culvert, or arch shall be completed as quickly as possible in order to minimize disruption. Construction shall minimize the removal of trees, shrubs and other shoreline vegetation above the ordinary high water mark (OHWM), unless otherwise directed by the WDNR Transportation Liaison. Construction equipment should not operate on the bed of the stream, below the OHWM, except for that which is necessary for the placement of the structure.
- You are not allowed to do construction during periods of high water levels to avoid overwhelming the construction site.

17. **Bats.** As a result of the recent listing of 4 species of bats as Threatened in Wisconsin, bridges should be inspected for bat use prior to demolition or repair. Specific guidance is in development and will be available upon request.

18. **Swallows.** Swallows may nest under bridges. Nesting swallows are protected under the Migratory Bird Treaty Act. The nesting season for swallows has been established as May 1 through August 30. The need for a US Fish and Wildlife Service depredation permit may be avoided by removing the existing bridge superstructure prior to nest occupation by swallows, and clearing the nests from and installing a suitable netting device on the remaining existing superstructure prior to nesting activity to prevent the swallows from nesting.

19. **Contaminated Sites.** The Department provides an on-line database of contaminated sites, called the [Contaminated Lands Environmental Action Network \(CLEAN\)](#). You must check the site to see if a hazardous substance release has been reported in your project area, and if there has been a release, contact WDNR before submitting your application for WDNR-GP2-2012.

20. **Asbestos.** Any bridge or culvert that is not wood, metal, glass or fiberglass may contain asbestos. WDNR needs to be notified by the [Asbestos removal and notification forms](#) 10 days before the demolition of any existing structure, which may contain asbestos.
21. **Hazardous Sites.** You must determine if there are any Environmental Repair and Solid Waste disposal sites may be within the project boundaries by checking the [Historic Registry of Waste Disposal Sites](#). You must check the site to see if a hazardous substance release has been reported in your project area, and if there has been a release, contact WDNR before submitting your application for WDNR-GP2-2012.
17. **Invasive Species.** All project equipment shall be decontaminated for removal of invasive species prior to and after each use on the project site by utilizing [best management practices to avoid the spread of invasive species](#).
22. **Wetland protection.** You shall not store any vegetation, material, or equipment in wetlands. The project will be constructed in a manner that will maintain wetland hydrology in the remaining wetland complex.
23. **Temporary fills.** Any temporary fills must be removed in their entirety and the affected areas returned to their preexisting elevation and vegetated.
24. **Federal and State Threatened and Endangered Species.** WDNR-GP2-2012 does not affect the DNR's responsibility to insure that all authorizations comply with Section 7 of the Federal Endangered Species Act, Wis. Stat. § 29.604, and applicable State Laws. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. No activity is authorized which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act and/or State law or which is likely to destroy or adversely modify the critical habitat of a species as identified under the Federal Endangered Species Act.
25. **Special Concern Species.** If the Wisconsin National Heritage Inventory lists a known special concern species to be present in the project area you will take reasonable activities to prevent significant adverse impacts or to enhance the habitat for the species of concern.
26. **Historic Properties and Cultural Resources.** WDNR-GP2-2012 does not affect the DNR's responsibility to insure that all authorizations comply with Section 106 of the National Historic Preservation Act and Wis. Stat. § 44.40. No DNR authorization under this permit will be granted for projects found not to comply with these Acts/laws. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the National Register of Historic Places. If cultural, archaeological, or historical resources are unearthed during activities authorized by this permit, work must be stopped immediately until the State Historic Preservation Officer is contacted for further instruction.
27. **Preventive Measures.** Measures must be adopted to prevent potential pollutants from entering a wetland or waterbody. Construction materials and debris, including fuels, oil,

and other liquid substances, will not be stored in the construction area in a manner that would allow them to enter a wetland or waterbody as a result of spillage, natural runoff, or flooding. If a spill of any potential pollutant should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the State Duty Officer at **1-800-943-0003**.

28. **Reporting a violation.** You shall report any violations of this permit that you become aware of to the Department within 24 hours of the incident occurrence.
29. **Suitable fill material.** All fill authorized under this permit must consist of clean suitable soil material, as defined by Wis. Stat. §281.36(1) and Wis. Admin. Code § NR 500.03(214), free from hazardous substances as defined by Wis. Stats. § 289.01(11), and free from solid waste as defined by Wis. Stat. § 289.01(11) and (33).
30. **Standard for Coverage.** Wetland impacts from the project will cause only minimal adverse environmental impacts as determined by the Department.
31. **Property Rights.** This permit does not convey any property rights of any sort, or any exclusive privilege. The permit does not authorize any injury or damage to private property or any invasion of personal rights, or any infringement of federal, state or local laws or regulations.
32. **Transfers.** Coverage under this permit is not transferable to any person.
33. **Limits of State Liability.** In authorizing work, the State Government does not assume any liability, including for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the State in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this WDNR-GP2-2012.
34. **Reevaluation of Decision.** The Department may suspend, modify or revoke authorization of any previously authorized activity and may take enforcement action if the following occur:
 - a. The applicant fails to comply with the terms and conditions of WDNR-GP2-2012.
 - b. The information provided by the applicant in support of the permit application proves to have been false, incomplete, or inaccurate.
 - c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

SECTION 5: WDNR-GP2-2012-WI FINDINGS OF FACT

1. The Department has determined that projects that meet the eligibility criteria and conditions and are granted coverage under this general permit will cause only minimal adverse environmental impacts.
2. Pursuant to Wis. Admin. Code § NR 299.04(1), the Department has reasonable assurance that projects that meet the eligibility criteria and conditions and are granted coverage under this general permit will meet all applicable water quality standards.
3. The Department has determined pursuant to wetland water quality standards under Wis. Admin. Code § NR 103.03, and Wis. Stats. § 281.36(3g)(d), that projects that meet the eligibility criteria and conditions and are granted coverage under this general permit will only result in minimal adverse environmental effects.
4. Need to make a finding that a project meets Wis. Stats. § 30.123(7) standards.
5. Projects that meet the eligibility criteria and conditions and are granted coverage under this general permit will not injure public rights or interests, or cause environmental pollution as defined in Wis. Stats. § 299.01(4).
6. The Department and the applicant have completed all procedural requirements, and projects that meet the eligibility criteria and conditions and are granted coverage under this general permit will comply with all applicable requirements of WDNR-GP2-2012, Wis. Stats. § 281.36(3g), and Wis. Admin. Code § chapters NR 102 and 150.

SECTION 6: WDNR-GP2-2012-WI CONCLUSIONS OF LAW

1. The Department has authority under ch. 30 and Wis. Stats § 281.36, to issue a permit for the construction and maintenance of this project.
2. The Department has complied with Wis. Stats. § 1.11.

SECTION 7: MBGP-2012-WI DEFINITION OF TERMS

For the purposes of this general permit, you accept the following definitions:

1. Affect includes direct impacts and secondary impacts to wetlands. Direct impacts to wetlands are temporary or permanent placement of dredged or fill material into the wetland and secondary impacts mean impacts associated with any adverse impact on wetland functions such as watershed hydrology (e.g. segmenting a wetland complex, severing a portion of a complex, reduction in flood capacity, etc.).
2. Aquatic Organism Passage (AOP) means designing a stream crossing (bridge, arch or culvert) that allows for easy movement of fish and reptiles through the structure. More information can be found on the Conserve Online web page, found at [Map and Assess Potential Barriers](#).
3. Bankfull width is the point where the water fills the channel, just before beginning to spill onto the floodplain.

4. Boreal rich fen is a rare open peat-land community of northern Wisconsin that is associated with glacial moraines, or less commonly, outwash landforms, in which the underlying substrate includes calcareous materials.
5. Calcareous fens occur mostly in southern Wisconsin, on sites that are fed by carbonate-enriched groundwater and are often associated and can intergrade with more abundant and widespread wetland communities such as southern sedge meadow, wet prairie, shrub-carr, emergent marsh, and southern tamarack swamp.
6. Coastal plain marshes are within the sandy beds or margins of extinct glacial lakes, on level or gently sloping glacial outwash sands, and, possibly in glacial tunnel channels.
7. Cold Water Community includes surface waters capable of supporting a community of cold water fish and other aquatic life, or serving as a spawning area for cold water fish species. This subcategory includes, but is not restricted to, surface waters identified as trout water by the department of natural resources (Wisconsin Trout Streams, publication 6-3600 (80)).
8. Complete Application Package means a completed and signed application, the information specified in Section 2 of this permit and any other information which can reasonably be required from an applicant that the department needs to make a decision.
9. Dams are any artificial barrier in or across a watercourse which impound or divert water. A dam includes structures such as embankments, roadway fill, dikes, weirs, water control structures and ditch plugs.
10. Fill material means material placed in wetlands or waterways where the material has the effect of replacing any portion of a waterway or wetland with dry land; or changing the bottom elevation of any wetland or waterway. Examples of such fill material include, but are not limited to: rock, sand, soil, clay, plastics, construction debris, wood chips, overburden from mining or other excavation activities, and materials used to create any structure or infrastructure in a wetland or waterway. The term fill material does not include trash or garbage.
11. Flat means that a structure should be placed so that the horizontal interior streambed surface of the culvert is without a slope, tilt or curvature.
12. Floodplain as defined by Ch. NR 116 (<http://dnr.wi.gov/topic/floodplains/ordinances.html>) means the land which has been or may be hereafter covered by flood water during the regional flood.
13. Great Lakes ridge and swale complexes are associated closely with Great Lakes shorelines and are a series of narrow sandy ridges alternate with low swales, parallel to the lakeshore. The vegetation on the dry ridges can vary from open herbaceous or shrub communities on the semi-stabilized dunes closest to the shoreline, dry forests dominated by pines and oaks farther inland, and mixed mesophytic forests of northern hardwoods or hemlock hardwoods farthest from the shore.

14. Highway means all public ways and thoroughfares. Does not include trails.
15. Highway Bridge means any city, town, village or county-owned bridge, arch, or culvert built in or over a navigable stream for public highway purposes.
16. Impact to wetlands includes temporary or permanent conversion of a wetland.
17. Interdunal wetlands occupy wind-created hollows that intersect the water table within active dune fields along the Great Lakes shores. They may also occur where moving sand encroaches on nearby wetlands, surrounding and isolating all or portions of them.
18. Intermittent Flow typically will cease flowing for weeks or months each year especially in the summer months when lack of rainfall runoff or soil moisture will dry out drainage systems. The time period to determine intermittent versus permanent flow is typically July through Sept in most years with average weather conditions.
19. Invasive Plants are non-native or native plant species that invade natural plant communities and wild areas replacing desirable native vegetation. For a listing of common invasive plants found in Wisconsin visit DNR's website at <http://dnr.wi.gov/topic/Invasives/what.html>.
20. Maintenance includes rip rap placement and repairs to any municipal bridge or culvert on a navigable waterway below the OHWM, culvert liners, culvert and bridge extensions, and bridge re-decking.
21. Municipality is a city, town, village or county.
22. Natural water depths, widths, and velocities in the natural stream channel is a normal bank to bank flow event generally associated with a spring runoff event at a 1.5-year storm flow.
23. Navigable waterway means any body of water with defined bed and banks, which is navigable under the laws of the state. In Wisconsin, a navigable body of water is capable of floating the lightest boat or skiff used for recreation or any other purpose on a regularly occurring basis.
24. Ordinary high water mark means the point on the banks or shore up to which the presence and action of water is so continuous as to leave a distinct mark either by erosion, destruction of terrestrial vegetation or other easily recognizable characteristics.
25. Permanent Flow typically occurs throughout the year and flow will be present even during the summer months when lack of rainfall runoff or soil moisture will dry out intermittent drainage systems. The time period to determine intermittent versus permanent flow is July through Sept in most years with average weather conditions.
26. Project Sponsor or Applicant means the municipality has supervision over of all phases of the bridge, arch or culvert project from project design through project construction and is responsible for making sure the project and all parties involved comply with the terms and conditions of this permit.

27. Provisional Permit means a permit that is temporary and has an expiration date.
28. Public Highway is any highway, road, street or alley which is open for public use and is maintained and owned by a city, town, village or county.
29. Replacement means any degree of structural changes to the bridge, arch, or culvert by which some or all of the structure is being removed and recreated.
30. Single and complete project connects logical termini, demonstrates independent utility, and does not restrict consideration of alternatives for other reasonably foreseeable projects.
31. Southern Sphagnum bogs are composed of a carpet of living sphagnum moss growing over a layer of acidic peat. Sedges, forbs and/or the low shrubs of the heath family (Ericaceae) colonize the sphagnum moss mat. Sphagnum bogs that are located in the area located south of a horizontal line drawn across the state based on the routes of STH 16 and STH 21 west of Lake Winnebago and on USH 151 east of Lake Winnebago, are not eligible for a General Permit.
32. Transportation project includes construction or reconstruction of a public highway that is owned and maintained by a city, town, village or county.
33. Watercourse means a running stream of water; a natural stream fed from permanent or natural sources, including rivers, creeks, runs and rivulets. There must be a stream, usually flowing in a particular direction, though it need not flow continuously. It may sometimes be dry. It must flow in a definite channel, having a bed or banks, and usually discharges itself into some other stream or body of water. It must be something more than a mere surface drainage over the entire face of the tract of land, occasioned by unusual freshets or other extraordinary causes.
34. Wetland has the meaning in Wis. Stats. § 23.24, and means an area where water is at, near or above the land surface long enough to be capable of supporting aquatic or hydrophytic vegetation and which has soils indicative of wetland conditions as defined in statute.



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
ST. PAUL DISTRICT, CORPS OF ENGINEERS
180 FIFTH STREET EAST, SUITE 700
ST. PAUL MN 55101-1678

CITY OF OAK CREEK
ENGINEERING DEPT

APR 16 2014

RECEIVED

April 15, 2014

Operations
Regulatory (2012-02172-ADJ)

City of Oak Creek
Attn: Phil Beiermeister
8640 S. Howell Ave.
Oak Creek, Wisconsin 53154

Dear Mr. Beiermeister:

We have reviewed information about a permit application from the City of Oak Creek to place dredged or fill material into 9,760 square feet of wetland and waters adjacent to the North Branch of Oak Creek for the purpose of reconstructing 930 linear feet of Weatherly Drive in the City of Oak Creek. The project site is in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Sect. 17, T. 5N., R. 22E., Milwaukee County, Wisconsin.

This activity is authorized under Section 2(a)(10) Commercial, Residential, Industrial, Agricultural, Recreational, and Public Development of Department of the Army General Permit (GP-002-WI) **PROVIDED THE ENCLOSED CONDITIONS ARE FOLLOWED AND YOU OBTAIN CONFIRMATION THAT SECTION 401 WATER QUALITY CERTIFICATION HAS BEEN GRANTED OR WAIVED FOR THE PROJECT** from the Wisconsin Department of Natural Resources (WDNR). Your project **IS NOT** authorized by this **general permit** until you obtain this confirmation of water quality certification from WDNR.

You should contact Jesse Jensen of the WDNR office in Waukesha at (262) 574-2132 concerning water quality certification for your project.

If your project will require off-site fill material that is **not** obtained from a licensed commercial facility, you must notify us at least five working days before start of work. A cultural resources survey may be required if a licensed commercial facility is not used.

This General Permit is valid until May 31, 2016, unless reissued, or revoked. The time limit for completing the work described above ends two years from the date of this letter. It is the permittee's responsibility to remain informed of changes to the General Permit program. If this authorized work is not undertaken within the above time period, or the project specifications have changed, our office must be contacted to determine the need for further approval or re-verification.

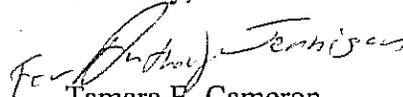
It is your responsibility to ensure that the work complies with the terms of this letter and the enclosures **AND TO OBTAIN ALL REQUIRED STATE AND LOCAL PERMITS AND APPROVALS BEFORE YOU PROCEED WITH YOUR PROJECT.**

A preliminary jurisdictional determination (JD) has been prepared for the site of your project. The preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps representative identified in the final paragraph of this letter. You also may provide new information for further consideration by the Corps to reevaluate the JD. If this JD is acceptable, please sign and date both copies of the Preliminary Jurisdictional Determination Form and return one copy to the address below within 15 days from the date of this letter.

U.S. Army Corps of Engineers
20711 Watertown Road, Suite F
Waukesha, Wisconsin 53186

If you have any questions, contact Anthony Jernigan in our Waukesha office at (651) 290-5729. In any correspondence or inquiries, please refer to the Regulatory number shown above.

Sincerely,


Tamara E. Cameron
Chief, Regulatory Branch

Enclosures

Copy furnished to (email):
Jesse Jensen, WDNR

GENERAL INFORMATION

Persons proposing to do work should note that, in ALL cases, GP-002-WI requires that adverse impacts on water and wetland resources be avoided and minimized to the maximum extent practicable. Also, activities that would adversely affect federal endangered plant or animal species or certain cultural or archaeological resources, or that would impair reserved Native American tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights, are not eligible for authorization under GP-002-WI.

Department of the Army Permit General Conditions:

1. GP-002-WI expires on May 31, 2016. Unless otherwise specified in the St. Paul District's letter confirming your project complies with the requirements of this GP, the time limit for completing work ends upon the expiration date of GP-002-WI. If you find that you require additional time to complete authorized activities, submit your time extension request to this office for consideration at least three months before the expiration date is reached.
2. You must maintain the activity authorized by GP-002-WI in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity. Should you wish to cease to maintain an activity authorized by the reporting GP (2.a), or abandon it without a good faith transfer; you must obtain a modification of the authorization from this office, which may require restoration of the area. If you wish to transfer responsibility for completion or maintenance of the project to another, please contact this office so we may provide you with the necessary documentation to transfer the authorization.
3. If you discover any previously unknown historic or archaeological remains while accomplishing any activity authorized by GP-002-WI, you must immediately stop work and notify this office of what you have found. The St. Paul District will initiate the federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. You must allow representatives from this office and the WDNR to inspect the proposed project site and the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in

accordance with the terms and conditions of GP-002-WI.

5. If a conditioned water quality certification has been issued for your project by the WDNR, you must comply with the conditions specified in the certification as special conditions to this permit.
6. You must also comply with the other GP-002-WI terms and conditions specified below as well as any project specific conditions imposed by the St. Paul District.

Further Information:

1. Congressional Authorities: Authorization to undertake the activities described above is pursuant to Section 404 of the Clean Water Act (33 U.S.C. 1344), **only**. Work that also requires authorization under Section 10 of the Rivers and Harbors Act must be authorized separately through other GPs or individual permits.
2. Limits of this Authorization:
 - a. GP-002-WI does not obviate the need to obtain other federal, state, or local authorizations required by law.
 - b. GP-002-WI does not grant any property rights or exclusive privileges.
 - c. GP-002-WI does not authorize any injury to the property or rights of others.
 - d. GP-002-WI does not authorize interference with any existing or proposed federal project.
3. Limits of Federal Liability. In authorizing work, the Federal Government does not assume any liability, including for the following:
 - a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
 - b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
 - c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
 - d. Design or construction deficiencies associated with the permitted work.
 - e. Damage claims associated with any future modification, suspension, or revocation of this permit.
4. Reliance on Applicant's Data. The determination by this office that an activity is not contrary to the public interest will be made in reliance on the information provided by the applicant.

5. Reevaluation of Decision. This office may reevaluate its decision on an authorization at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. The applicant fails to comply with the terms and conditions of this general permit.
- b. The information provided by the applicant in support of the permit application proves to have been false, incomplete, or inaccurate (see 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision. A reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring the permittee to comply with the terms and conditions of the permit and for the initiation of legal action where appropriate.

6. This office may also reevaluate its decision to issue GP-002-WI at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following: significant new information surfaces which this office did not consider in reaching the original public interest decision. Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7.

GP-002-WI STANDARD CONDITIONS

1. Discretionary Authority. The Corps retains discretionary authority to require a standard individual permit review of any activity eligible for authorization under GP-002-WI based on concern for the aquatic environment.
2. Federal Trust Responsibility to Indian Tribes. Projects the Corps finds to have potential to affect tribal interests will be coordinated with the appropriate Indian Tribal governments. The Tribe's views and the federal trust responsibility will be considered in the Corps evaluation. Based on treaty rights, no activity or its operation may impair reserved treaty rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.
3. Form and Confirmation of Authorization. Every GP-002-WI authorization that requires submission of an application will be

confirmed in writing by the Corps. Any confirmation issued may include required special conditions.

4. Grandfather Provision.

Activities that were determined to be non-reporting under GP-002-WI prior to May 31, 2011 AND that had commenced prior to that date shall be completed no later than April 16, 2013. Reporting activities previously confirmed by our office in writing as authorized under GP-002-WI (expiration dates April 16, 2011 or May 31, 2011), continue to be authorized under the terms of the Corps project verification letter.

5. Case-by-Case Conditions.

The authorized activity must comply with any special conditions that may have been added by the Corps or by a state, tribe, or the United States Environmental Protection Agency in its Section 401 Water Quality Certification or consistency determination under the Coastal Zone Management Act. Such conditions will be specifically identified in any Corps authorization.

6. Avoidance and Minimization.

Discharges of dredged or fill material into waters of the United States must be avoided and minimized to the maximum extent practicable).

7. State Water quality Certification and Coastal Zone Management (CZM) Consistency Determination.

Some GP-002-WI authorizations may not be valid unless and until the WDNR has confirmed that the activity complies with state water quality certification and/or CZM consistency determination is obtained from or waived by the Wisconsin Coastal Management Program. If such a condition applies, it will be noted in the Corps authorization letter for the project. Refer to conditions 27 and 28 at the end of this document.

8. Proper Maintenance.

Any structure or fill authorized shall be properly maintained, including maintenance to ensure public safety.

9. Erosion and Siltation Controls.

Appropriate erosion and siltation controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark must be permanently stabilized at the earliest practicable date. Work should be done in accordance with state-approved published practices.

Upon completion of earthwork operations, all exposed slopes, fills, and disturbed areas must be given sufficient protection by appropriate means such as landscaping, or

planting and maintaining vegetative cover, to prevent subsequent erosion. Cofferdams shall be constructed and maintained so as to prevent erosion into the water. If earthen material is used for cofferdam construction, sheet piling, riprap or a synthetic cover must be used to prevent dam erosion. All non-biodegradable erosion controls must be removed within two weeks of site stabilization unless otherwise conditioned in the Corps project confirmation letter.

10. Removal of Temporary Fills.

Any temporary fills must be removed in their entirety and the affected areas returned to their preexisting elevation. The timeframe for completing this removal shall be:

- a. Not later than the timeframe stipulated in the activity description (unless extended in writing by our office);
- b. Not later than the timeframe stipulated in our office's confirmation letter; or
- c. Not longer than two weeks from the date the temporary fill was placed in waters of the United States (condition c. applies only if a timeframe is not otherwise established by applying a. or b. above).

11. Federal Threatened and Endangered Species.

GP-002-WI does not affect the Corps responsibility to insure that all Section 404 authorizations comply with Section 7 of the Federal Endangered Species Act (see Standard Condition 27a.x.(a) below for information regarding compliance with Chapter 29.604 Wisconsin State Statute).

a. No activity is authorized which is likely to jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA) or which is likely to destroy or adversely modify the critical habitat of such species. Permittees shall notify the Corps if any listed species or critical habitat might be affected or is in the vicinity of the project, and shall not begin work on the activity until notified by the Corps that the requirements of the ESA have been satisfied and that the activity is authorized.

b. Authorization of an activity under GP-002-WI does not authorize the take of a threatened or endangered species as defined under the federal ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with incidental take provisions, etc.) from the United States Fish and Wildlife Service or the National Marine Fisheries Service, both lethal and non-lethal takes of protected species are in violation of the ESA. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the United States Fish and Wildlife Service and National Marine Fisheries Service,

WDNR or their world-wide web pages on the internet.

12. Historic Properties, Cultural Resources.

GP-002-WI does not affect the Corps responsibility to insure that all Section 404 authorizations comply with Section 106 of the National Historic Preservation Act (NHPA). No activity which may affect historic properties listed, or eligible for listing, in the National Register of Historic Places (NRHP) is authorized, until the Corps has complied with the provisions of 33 CFR Part 325, Appendix C. The prospective permittee must include notification to the Corps in the permit application if the authorized activity may affect any historic properties listed, determined to be eligible, or which the prospective permittee has reason to believe may be eligible for listing on the NRHP, and shall not begin the activity until notified by the Corps that the requirements of the NHPA have been satisfied and that the activity is authorized. Information on the location and existence of historic resources can be obtained from the State Historic Preservation Office and the NRHP. If cultural, archaeological, or historical resources are unearthed during activities authorized by this permit, work must be stopped immediately and the State Historic Preservation Office must be contacted for further instruction.

13. Spawning Areas.

Discharges in spawning areas during spawning seasons must be avoided to the maximum extent practicable.

14. Obstruction of High Flows.

To the maximum extent practicable, discharges must not permanently restrict or impede the passage of normal or expected high flows or cause the relocation of the water (unless the primary purpose of the fill is to impound waters).

15. Adverse Effects from Impoundments.

If the discharge creates an impoundment of water, adverse effects on the aquatic system due to the accelerated passage of water and/or the restriction of its flow shall be minimized to the maximum extent practicable.

16. Waterfowl Breeding Areas.

Discharges into breeding areas for migratory waterfowl must be avoided to the maximum extent practicable.

17. Navigation.

No activity may cause more than a minimal adverse effect on navigation.

18. Aquatic Life Movements.

No activity may substantially disrupt the movement of those species of aquatic life indigenous to the waterbody, including those species which normally migrate through the

area, unless the activity's primary purpose is to impound water.

19. Equipment.

Heavy equipment working in wetlands must be placed on mats, or other measures must be taken to minimize soil disturbance.

20. Water Quality Standards.

All work or discharges to a watercourse resulting from permitted construction activities, particularly hydraulic dredging, must meet applicable federal, state, and local water quality and effluent standards on a continuing basis.

21. Preventive Measures.

Measures must be adopted to prevent potential pollutants from entering the watercourse. Construction materials and debris, including fuels, oil, and other liquid substances, will not be stored in the construction area in a way that allows them to enter the watercourse as a result of spillage, natural runoff, or flooding.

22. Disposal Sites.

If dredged or excavated material is placed on an upland disposal site (above the ordinary high-water mark), the site must be securely diked or contained by an acceptable method that prevents the return of potentially polluting materials to the watercourse by surface runoff or by leaching. Construction of containment areas, whether bulkhead or upland disposal site, must be complete prior to the placement of any dredged material.

23. Suitable Fill Material.

All fill (including riprap), if authorized under this permit, must consist of suitable material (e.g. no trash, debris, car bodies, asphalt, etc.) free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act). In addition, rock or fill material used for activities dependent upon this permit and obtained by excavation must either be obtained from existing quarries or, if a new borrow site is opened up to obtain fill material, the State Historic Preservation Office (SHPO) must be notified prior to the use of the new site. Evidence of this consultation with the SHPO will be forwarded to the Corps.

24. Water Intakes/Activities.

An investigation must be made to identify water intakes or other activities that may be affected by suspended solids and turbidity increases caused by work in the watercourse. Sufficient notice must be given to the owners of property where the activities would take place to allow them to prepare for any changes in water quality.

25. Spill Contingency Plan.

A contingency plan must be formulated that would be effective in the event of a spill. This requirement is particularly applicable in operations involving the handling of petroleum products. If a spill of any potential pollutant

should occur, it is the responsibility of the permittee to remove such material, to minimize any contamination resulting from this spill, and to immediately notify the state Emergency Management Duty Officer at 1-800-943-0003 and the National Response Center at telephone number 1-800-424-8802.

26. Other Permit Requirements.

No Corps GP-002-WI authorization eliminates the need for other local, state or Federal authorizations, including but not limited to National Pollutant Discharge Elimination System (NPDES) or State Disposal System (SDS) permits.

27. State Section 401 Certification Conditions and Limitations (dated April 28, 2011):

a. GENERAL CONDITIONS:

i. The applicant shall allow the WDNR reasonable entry and access to the discharge site to inspect the proposed discharge for compliance with this certification and applicable laws and to inspect permitted discharges for compliance with this certification and applicable laws.

ii. Once wetland work commences, all wetland construction activities must be continuous (on a daily basis) until the project is completed and the site is stabilized.

iii. The removal of vegetative cover and exposure of bare ground must be restricted to the minimum amount mulching, sodding, diversion of surface runoff, installation of straw bales or silt screens, construction of settling basins, or similar methods as soon as possible after removal of the original ground cover as described in the Wisconsin Construction Site Handbook (BMP's).

iv. This permit has been issued with the understanding that any construction equipment used is the right size to do the job, and can be brought to and removed from the project's site without unreasonable harm to vegetative cover or fish or wildlife habitat.

v. Final site stabilization requires the re-establishment of native vegetation and must not contain any exotic species.

vi. Flush all other equipment with hot water of 105° F. to 110° F. for a period of 30 minutes or hot water of 140° F. for a period of 5 minutes; or, instead of flushing equipment, leave the equipment in a sunny location so that it dries completely (at least five full days).

vii. Inspect all equipment surfaces, scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, or roots), and dispose of removed mussels and plants in a garbage can prior to leaving the water access area.

viii. You must ensure that all equipment used for the project has been adequately decontaminated for zebra mussels prior to being used in other waters of the state. All equipment that comes in contact with infested waters including, but not limited to, tracked vehicles, barges, boats, turbidity curtain, sheet

pile, and pumps must be thoroughly disinfected.

ix. If any conditions of this certification are found to be invalid or unenforceable, certification for all activities to which that condition applies is denied.

x. The following activities are not eligible for certification under this water quality certification action for GP-002-WI:

(a) Activities likely to jeopardize the continued existence of a state designated threatened or endangered species or a species proposed for such designation or which is likely to destroy or adversely modify the habitat of such species.

(b) Activities that result in adverse impacts to fishery spawning habitat or adversely affect avifauna breeding areas or substantially disrupt the movement of those species that normally migrate from open water to upland or vice versa (i.e. amphibians, reptiles and mammals).

(c) Activities detrimental to waters of the state, including wetlands, that would adversely affect designated areas of special natural resource interest as defined in NR 103.04, Wis. Adm. Code.

(d) Activities, individually or cumulatively, detrimental to waters of the state, including wetlands, that would further the substantial degradation of designated impaired waters of the state.

xi. Applicants seeking authorization under this regional general permit (except the non-reporting general permit) shall complete a Joint State/Federal Permit Application and submit two copies of each to the appropriate local COE office and the local WDNR Water Management Permit Intake Specialist. Applications for water quality certification must be complete as determined by the WDNR. Please note an application fee is required for state water quality certification activities identified under Section II below.

b. WATER QUALITY CERTIFICATION:

i. The WDNR grants water quality certification for the Non-Reporting GP subject to compliance with all applicable conditions in GP-002-WI and compliance with conditions 3.b.27(a)i. through xi. above.

ii. The WDNR grants water quality certification for projects that satisfy all applicable conditions of GP-002-WI under the Reporting GP subject to the General Conditions above, and:

iii. The applicant receives written confirmation from the department that their proposed activity(s) is consistent with the requirements of NR 299 Water Quality Certification, Wis. Adm. Code, and the Department confirms that the applicant has adequately demonstrated that no other practicable alternative exists which would not adversely impact wetlands and would not result in other significant adverse environmental consequences and the

Department confirms that the activity is consistent with the requirements of NR 103.08, Wis. Adm. Code.

iv. Certification for Hydropower

Projects under this General Permit is conditionally approved when the applicant has received State Individual Water Quality Certification under the FERC regulatory process.

condition of GP-002-WI. Applicants will be notified of this condition in the Corps's GP reporting authorization for projects in these areas.

NOTE: If additional information is needed, or if heavy snow or ice cover prevents WDNR from completing their review, the normal processing time for confirming activities eligible for authorization under this certification may be extended (by written notice from WDNR to the applicant).

c. NOTICE OF APPEAL RIGHTS:

If you believe that you have a right to challenge this decision, you should know that Wisconsin Statutes and administrative rules establish time periods within which requests to review Department decisions must be filed.

To request a contested case hearing pursuant to section 227.42, Stats., you have 30 days after the decision is mailed, or otherwise served by the Department, to serve a petition for hearing on the Secretary of the Department of Natural Resources.

This determination becomes final in accordance with the provisions of NR 299.05(7), Wisconsin Administrative Code, and is judicially reviewable when final. For judicial review of a decision pursuant to Sections 227.52 and 227.53, Wisconsin Statutes, you have 30 days after the decision becomes final to file your petition with the appropriate circuit court and to serve the petition on the Secretary of the Department of Natural Resources. The petition must name the Department of Natural Resources as the respondent.

Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request. This notice is provided pursuant to section 227.48(2), Stats.

28. Wisconsin Coastal Management Program (WCMP) Conditions.

The WCMP's Federal consistency determination for GP-002-WI provides that no GP-002-WI authorization for an activity taking place in coastal wetlands identified as ridge and swale complexes and/or wetlands adjacent to the Mink River (Door County), and the Kakagon and Bad Rivers (Ashland County) will be valid unless and until a Federal consistency determination is granted or waived by the WCMP. This requirement therefore is incorporated as a permit

PRELIMINARY JURISDICTIONAL DETERMINATION FORM

This preliminary JD finds that there "may be" waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

District Office	St. Paul District	File/ORM #	2012-02172-ADJ	PJD Date:	Apr 15, 2014
State	WI	City/County	Oak Creek/ Milwaukee County	Name/ Address of Person Requesting PJD	City of Oak Creek Attn: Phil Beiermeister 8640 S. Howell Ave. Oak Creek, Wisconsin 53154
Nearest Waterbody:	Barr Creek				
Location: TRS, Lat/Long or UTM:	42.89696 N, 87.92767 W				

Identify (Estimate) Amount of Waters in the Review Area:	Name of Any Water Bodies on the Site Identified as Section 10 Waters:	Tidal:	
Non-Wetland Waters:		Non-Tidal:	
linear ft	width	acres	Stream Flow: N/A
Wetlands:	1	acre(s)	Cowardin Class: Palustrine, emergent
			<input checked="" type="checkbox"/> Office (Desk) Determination <input type="checkbox"/> Field Determination: Date of Field Trip: _____

SUPPORTING DATA: Data reviewed for preliminary JD (check all that apply - checked items should be included in case file and, where checked and requested, appropriately reference sources below):

- Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: plans
- Data sheets prepared/submitted by or on behalf of the applicant/consultant.
 - Office concurs with data sheets/delineation report.
 - Office does not concur with data sheets/delineation report.
- Data sheets prepared by the Corps
- Corps navigable waters' study: _____
- U.S. Geological Survey Hydrologic Atlas:
 - USGS NHD data.
 - USGS 8 and 12 digit HUC maps.
- U.S. Geological Survey map(s). Cite quad name: _____
- USDA Natural Resources Conservation Service Soil Survey. Citation: _____
- National wetlands inventory map(s). Cite name: WWI
- State/Local wetland inventory map(s): _____
- FEMA/FIRM maps: _____
- 100-year Floodplain Elevation is: _____
- Photographs: Aerial (Name & Date): 2010 NAIP
 Other (Name & Date): _____
- Previous determination(s). File no. and date of response letter: _____
- Other information (please specify): _____

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

Signature and Date of Regulatory Project Manager (REQUIRED)	Signature and Date of Person Requesting Preliminary JD (REQUIRED, unless obtaining the signature is impracticable)
April 15, 2014	

EXPLANATION OF PRELIMINARY AND APPROVED JURISDICTIONAL DETERMINATIONS:

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "preconstruction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable.

PRELIMINARY JURISDICTIONAL DETERMINATION FORM

This preliminary JD finds that there "may be" waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

Appendix A - Sites

District Office File/ORM # PJD Date:

State City/County Person Requesting PJD

Site Number	Latitude	Longitude	Cowardin Class	Est. Amount of Aquatic Resource in Review Area	Class of Aquatic Resource
Wetland	42.89696 N	87.92767 W	Palustrine, emergent	1 acre	E2k
Oak Cree	42.89690 N	87.92743 W	Riverine	100 linear ft.	Wo
			n/a		

Notes:

PRELIMINARY JURISDICTIONAL DETERMINATION FORM

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State	WI	City/County	Oak Creek/ Milwaukee County			
Nearest Waterbody:	Barr Creek					
Location: TRS, Lat/Long or UTM:	42.89696 N, 87.92767 W					
Name/ Address of Person Requesting PJD	City of Oak Creek Attn: Phil Beiermeister 8640 S. Howell Ave. Oak Creek, Wisconsin 53154					

Identify (Estimate) Amount of Waters in the Review Area:	Name of Any Water Bodies on the Site Identified as Section 10 Waters:
Non-Wetland Waters: <input type="checkbox"/> linear ft <input type="checkbox"/> width <input type="checkbox"/> acres <input type="checkbox"/> Stream Flow: <input type="checkbox"/> N/A	Tidal: <input type="checkbox"/> Non-Tidal: <input type="checkbox"/>
Wetlands: <input checked="" type="checkbox"/> 1 acre(s) Cowardin Class: <input type="checkbox"/> Palustrine, emergent	<input checked="" type="checkbox"/> Office (Desk) Determination <input type="checkbox"/> Field Determination: <input type="checkbox"/> Date of Field Trip: <input type="text"/>

SUPPORTING DATA: Data reviewed for preliminary JD (check all that apply - checked items should be included in case file and, where checked and requested, appropriately reference sources below):

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- 100-year Floodplain Elevation is:
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 - Aerial (Name & Date):
 - Other (Name & Date):
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April 15, 2014

Signature and Date of Regulatory Project Manager (REQUIRED) Signature and Date of Person Requesting Preliminary JD (REQUIRED, unless obtaining the signature is impracticable)

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Appendix A - Sites

District Office	St. Paul District	File/ORM #	2012-02172-ADJ	PJD Date:	Apr 15, 2014
State	WI	City/County	Oak Creek/ Milwaukee County	Person Requesting PJD	Phil Beiermeister

Site Number	Latitude	Longitude	Cowardin Class	Est. Amount of Aquatic Resource in Review Area	Class of Aquatic Resource
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