

HIGHWAY WORK PROPOSALWisconsin Department of Transportation
DT1502 10/2010 s.66.29(7) Wis. Stats.

Proposal Number:

11

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Dane	5849-00-11	WISC 2017 100	City of Fitchburg, Lacy Road Research Park Drive to Syene Road	Local Street
Dane	5849-00-12		City of Fitchburg, Lacy Road Research Park Drive to Syene Road	Local Street

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

Proposal Guaranty Required, \$ 100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: March 14, 2017 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 15, 2017	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 7%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)_____
(Print or Type Name, Notary Public, State Wisconsin)_____
(Date Commission Expires)

Notary Seal

(Bidder Signature)_____
(Print or Type Bidder Name)_____
(Bidder Title)**For Department Use Only**

Type of Work Grading, water main, sanitary sewer, base aggregate dense, HMA pavement, asphaltic surface, concrete curb and gutter, concrete driveway, storm sewer, erosion control, permanent signing, and pavement marking.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

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

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

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

Use ExpediteTM software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid ExpressTM web site to assure that the schedule of items is prepared properly.

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

Bidder

Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Projects 5849-00-11 and 5849-00-12, City of Fitchburg, Lacy Road, Research Park Drive to Syene Road, Local Street, located in Dane County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2017 Edition, as published by the department, and these special provisions.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system.

100-005 (20160607)

2. Scope of Work.

The work under this contract shall consist of grading, water main, sanitary sewer, base aggregate dense, HMA pavement, asphaltic surface, concrete curb and gutter, concrete driveway, storm sewer, erosion control, permanent signing, pavement marking, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

Complete the installation of the sanitary sewer lateral at Station 46+54 for service to the home at 5329 Lacy Road within 15 working days of the notice to proceed.

Prosecute work impacting local traffic expeditiously to minimize inconvenience to the abutting property owners. The engineer may limit the extent of contractor's work according to standard spec 108.5.

Notify residents and businesses 48 hours in advance if their direct access will be restricted. Construct temporary base course driveways for maintaining residence access.

Full access to McGaw Park shall be provided to park patrons via Sunflower Drive on base aggregate or pavement throughout this contract. Construction operations at the Lacy Road and Sunflower Drive intersection shall be staged to maintain vehicular and pedestrian access to the McGaw Park access road.

Do not store equipment, vehicles, or materials on adjacent streets beyond the project limits without specific approval of the engineer.

Contact Tim Bolhuis, Pellitteri Waste Systems, at (608) 257-4285 two weeks prior to beginning construction operations to coordinate trash and recycling collection services throughout construction.

Contact the United States Postal Service postmaster, (800) 275-8777, one week prior to beginning construction operations.

Contact Cory Horton, City of Fitchburg City Engineer, at (608) 242-4260 at least five days prior to construction to coordinate the removal of the local street name signs.

Prosecution and progress meetings will be held once a week. The contractor shall arrange and conduct the meetings between the department, engineer, field representatives and contractors, and City of Fitchburg representatives to discuss the project schedule of operations, including vehicular and pedestrian access during construction operations. Contact Cory Horton, City of Fitchburg City Engineer, at (608) 242-4260 to coordinate the city and emergency services attendees. Invite utility companies as appropriate. The contractor's superintendent or appointed representative shall attend and provide a written or linear schedule of the next week's operations that conforms to standard spec 108.4. Subcontractor's representatives for ongoing subcontract work or work beginning within the next two weeks shall also attend the meeting. Agenda items at the meeting will include a review of the contractor's linear schedule, an evaluation of progress, and revisions to the schedule if necessary. The first meeting shall be held prior to the start of work under this contract and weekly meetings held thereafter unless the department determines that the schedule can be changed.

Place a minimum of 18 inches of base aggregate dense over shallow pipes during construction to ensure that the pipes are not damaged prior to placing pavement. Replace pipes that are damaged during construction due to inadequate cover at contractor expense.

Contact Clyde and Shelly Elvord, property owner of Parcel 3 (5496 Lacy Road), at (608) 257-3936 at the beginning of the project and two weeks prior to beginning construction operations near the property to discuss driveway access needs to accommodate access for a special needs individual. Maintain driveway access to the parcel at all times. If necessary, provide temporary driveway access to the parcel on base aggregate or pavement.

Contact Andrae, LLC, property owner of Parcel 14 (5481 Lacy Road), at (608) 278-1980 at the beginning of the project and two weeks prior to beginning construction operations near the property to discuss driveway access needs to accommodate access for a special needs individual. Maintain driveway access to the parcel at all times. If necessary, provide temporary driveway access to the parcel on base aggregate or pavement.

Northern Long-eared Bat (*Myotis septentrionalis*)

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

According to the final 4(d) rule issued for the NLEB, the department has determined that the proposed activity may affect, but will not result in prohibited take of the NLEB. The activity involves tree removal, but will not occur within 0.25 miles of a known hibernacula, nor will the activity remove a known maternity roost tree or any other tree within 150 feet of a known maternity roost tree.

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

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

Emerald Ash Borer

This project has the potential for spreading the Emerald Ash Borer (EAB) beetle. It is illegal to move or transport ash material, the emerald ash borer, and hardwood debris (i.e. firewood) from EAB quarantined areas to a non-quarantined area without a compliance agreement issued by Wisconsin Department of Agriculture, Trade and Consumer Protection. Regulated items include cut hardwood (non-coniferous) firewood, ash logs, ash mulch or bark fragments larger than one inch in diameter, or ash nursery stock (DATCP statute 21).

For more information regarding the EAB and quarantine areas please click on the following link: <http://datcpservices.wisconsin.gov/eab/article.jsp?topicid=20>

Recommendations to reduce the spread of EAB in potentially infested Ash wood:
<http://datcpservices.wisconsin.gov/eab/articleassets/Recommendations%20to%20reduce%20the%20spread%20of%20EAB.pdf>

4. Traffic.

The contractor shall place portable changeable message signs at the project termini on Lacy Road to notify the public of the upcoming construction project two weeks before the anticipated roadway closure and detour.

Use drums and barricades to direct vehicular and pedestrian traffic in the work zone and to protect and delineate hazards such as open excavations, abrupt drop offs, and exposed manholes and inlets.

Employ flaggers, signs, barricades and drums necessary to safeguard and direct traffic at all locations where construction operations may interfere with or restrict the smooth flow of traffic.

Maintain access to side roads Glen Arbor Way, Fahey Glen, Notre Dame Drive, and McGaw Road at all times on existing pavement, temporary pavement, or base aggregate dense according to the plans or as directed by the engineer.

Maintain continuous access to businesses and residential driveways on existing pavement, temporary pavement, or base aggregate dense according to the plans or as directed by the engineer. Maintain a minimum travel width of 20 feet for temporary access to business entrances and a minimum travel width of 10 feet for temporary access to residential entrances. If the contractor coordinates the closure of any access to a business or private property with the owner(s), provide written documentation of coordination with the owner(s), including the anticipated closure duration, to the engineer prior to the start of work regarding the access closure. In addition to written documentation of the coordination, notify the owner(s) 48 hours prior to the access closure.

Notify property owners at least two days (48 hours) prior to restricting driveway access in advance of water main installation, sanitary sewer installation, storm sewer installation, concrete curb and gutter installation and driveway reconstruction. If a property has one driveway, construct one half at a time or coordinate the closure with the property owner. Commercial driveways shall be constructed in stages or a temporary access shall be placed through coordination with the property owner. Construct temporary driveway approaches with Base Aggregate Dense 1 ¼ Inch within 4 hours of the removal of the existing driveway approach. Width of the temporary approach shall be wide enough for one car to access the existing driveway. The temporary driveway approach shall be maintained until the concrete curb and gutter and driveway apron are constructed. Construction of temporary driveway approaches is incidental to the contract.

Maintain pedestrian access within the areas of existing crosswalks, according to the Americans with Disabilities Act (ADA) Accessibility Guidelines (ADAAG), at Sunflower Drive by means of existing sidewalk, temporary asphaltic surface, or new sidewalk on at

least one side of the roadway at a minimum width of 4-feet. Keep a minimum width of 4-feet of existing sidewalk as long as practicable to maintain pedestrian access. When required, close sidewalks according to the standard detail drawing Traffic Control, Pedestrian Accommodation.

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying Lacy Road traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 26, 2017 to 7:00 AM Tuesday, May 30, 2017 for Memorial Day;
- From noon Monday, July 3, 2017 to 7:00 AM Wednesday, July 5, 2017 for Independence Day;
- From noon Friday, September 1, 2017 to 7:00 AM Tuesday, September 5, 2017 for Labor Day.

107-005 (20050502)

6. Utilities.

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

107-065 (20080501)

All utilities within the construction limits of Project 5849-00-12 were coordinated under Project 5849-00-11. There are no other known utility conflicts within the construction limits. Additional detailed information regarding the location of vacated, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them.

Utility relocation work will begin prior to construction. MG&E will lead the construction of a joint duct package for MG&E Electric, AT&T, Charter Communications, and Windstream facilities. This work will be done prior to construction. Removal of the overhead utility poles and connection to existing facilities including services will occur during construction. The overhead utility poles will be removed by approximately June 15, 2017.

AT&T (communication) has both underground and overhead communication facilities within the project area. AT&T anticipates that their facility relocation work will begin prior to construction and will be completed during construction. The anticipated proposed relocations are as follows:

The existing overhead facilities attached to MG&E Electric poles from Station 11+50 LT to Station 25+90 LT and underground facilities from Station 25+90 LT to 40+00 LT will be removed and replaced underground jointly with MG&E along the north right-of-way from approximately Station 11+50 to Station 64+75.

AT&T will place new buried service lines across Lacy Road at Stations 11+50, 48+85, and 69+00. This will be done prior to construction.

AT&T has existing underground fiber optic along the entire south side of Lacy Road from Station 11+00 RT to Station 56+25 RT. The existing underground fiber optic within the previously listed station limits will be discontinued in place.

AT&T has existing underground facilities along the south right-of-way from Station 68+80 RT to Station 81+50 RT. AT&T will place new buried facilities 1' inside of the north right-of-way from Station 68+80 LT to Station 81+50 LT. The existing underground facility within the previously listed station limits will be discontinued in place.

Maintain access to all AT&T handhole structures during construction until connections are completed and poles removed, anticipated by June 15, 2017.

Charter Communications (communication) has underground and overhead facilities within the project area. Charter Communications anticipates that their facility relocation work will begin prior to construction and will be completed during construction. The anticipated proposed relocations are as follows:

The existing overhead facilities attached to MG&E Electric poles will be removed and replaced underground during construction jointly with MG&E Electric along the north right-of-way from approximately Station 11+50 to Station 57+45.

The existing underground facilities will be replaced from approximately Station 57+45 RT to Station 64+75 RT. Charter Communications will place new buried facilities along the north right-of-way jointly with MG&E Electric.

Maintain access to all Charter Communications structures during construction until connections are completed and poles removed, anticipated by June 15, 2017.

Madison Gas and Electric (electric) has underground and overhead facilities within the project area. MG&E will adjust, relocate and/or replace their underground and overhead facilities prior to and during construction. MG&E anticipates that their facility relocation work will begin prior to construction and will be completed during construction. The anticipated proposed relocations are as follows:

The existing overhead facilities will be removed and replaced underground from approximately Station 14+10 LT to Station 57+45 LT. MG&E Electric will place new buried utility duct facilities along the north right-of-way jointly with Charter Communications, Windstream, and AT&T. This work will be done prior to construction. Connections to existing facilities and twenty-six MG&E overhead utility poles within the project limits will be removed during construction or relocated by approximately June 15, 2017.

The existing underground facilities will be replaced from approximately Station 57+45 LT to Station 64+75 LT. MG&E Electric will place new buried facilities along the north right-of-way jointly with Charter Communications, Windstream, and AT&T.

MG&E Electric will place new buried service lines across Lacy Road at Stations 18+00, 24+95, 25+90, 28+60, 30+85, 35+30, 42+20, 48+90, and 61+30. The existing service crossing at Station 73+25 will be relocated prior to construction.

Electric facilities at Station 80+50 will be adjusted to accommodate the new storm sewer during construction. MG&E will adjust its existing underground facilities as they are exposed at the utility crossing and it is anticipated to take 2 working days to complete. Contact MG&E Gas 10 days prior to construction.

Windstream (communication) has underground fiber facilities within the project area. Windstream anticipates that their facility relocation work will begin prior to construction and will be completed during construction. The anticipated proposed relocations are as follows:

The existing overhead facilities attached to MG&E Electric poles and underground facilities will be removed and replaced underground jointly with MG&E along the north right-of-way from approximately Station 14+10 LT to Station 64+50 LT. The underground facility will cross Lacy Road at Station 64+50 and continue along the south side of the proposed shared-use path to Station 77+50 RT.

The existing underground facilities from Station 11+50 LT to Station 19+30 LT and from Station 57+50 RT to Station 77+50 RT will have the fiber cable removed and the ducts will be discontinued in place.

Madison Gas and Electric (gas) has underground facilities within the project area.

Madison Gas and Electric anticipates that their facility relocation work will be completed prior to construction. The anticipated proposed relocations are as follows:

The existing underground gas facility will be replaced from approximately Station 11+50 to Station 64+10. MG&E Gas will place new buried facilities 1' inside of the north right-of-way. The existing underground gas line within the previously listed station limits will be discontinued in place.

MG&E Gas will place new buried service lines across Lacy Road at Stations 12+45, 13+50, 14+60, 16+50, 24+85, 25+45, 30+95, 44+90, 45+90, 57+50, 61+45, and 62+15.

Madison Gas and Electric will complete the following utility adjustments during construction operations under this contract:

The existing underground gas facility will be adjusted near the proposed storm sewer installation at Station 80+68.

MG&E will adjust its existing underground facilities as they are exposed at the utility crossings listed above and it is anticipated to take two working days to complete. Contact MG&E Gas ten days prior to construction.

Contact Madison Gas and Electric Road King at (608) 235-0237 to adjust the underground facilities during construction. Contact Shaun Endres at (608) 213-6708 for all other issues during construction.

City of Fitchburg (lighting) has overhead lighting facilities located within the project area. Existing lighting is attached to MG&E poles and on City of Fitchburg poles at intersections. Two City of Fitchburg light poles at Sunflower Drive and North Park Lane will be relocated as part of this contract.

City of Fitchburg (water) has underground facilities located within the project area. Watermain facilities are located from Station 35+65 to Station 71+80 and Station 74+80 to the end of the project. Adjustment and extension of the existing facilities will be accomplished as part of contract 5849-00-12.

City of Fitchburg (sanitary sewer) has underground facilities located within the project area.

Sanitary sewer facilities are located from the beginning of the project to Station 26+90 and from Station 41+70 to Station 66+85. Adjustment and extension of the existing facilities will be accomplished as part of contract 5849-00-12.

7. Municipality Acceptance of Sanitary Sewer and Water Main Construction.

Both the department and City of Fitchburg personnel will inspect construction of sanitary sewer and water main under this contract. However, testing, and acceptance of the sanitary sewer and water main construction will be by the City of Fitchburg.

Shop Drawings and Samples

Submit shop drawings and samples to the engineer and City of Fitchburg Engineering Department as required in these Special Provisions and for the following:

- Sanitary Sewer Pipe Material
- Sanitary Sewer Structure 4-Foot Diameter
- Sanitary Sewer Lateral Electronic Marker
- Pipe Bedding and Cover for Sanitary Sewer and Watermain
- Granular Backfill for Sanitary Sewer and Watermain

Contractor's responsibilities include:

- Review shop drawings and samples prior to submittal;
- Determine and verify field measurements, field construction criteria, catalog numbers and similar data, and conformance with specifications;
- Coordinate each submittal with requirements of work and of Special Provisions.

Notify engineer and City Engineer, in writing, at time of submittal of deviations in submittals from requirements of special provisions.

NOTE: Do not begin any fabrication or work listed above as requiring shop drawings or samples until return of submittals with engineer's or City Engineer's approval.

Provide complete required copies of shop drawing submittals as follows:

Engineer:	One Copy
City of Fitchburg Engineer	One Copy

Deliver required copies of submittals to Cory Horton, City of Fitchburg, City Engineer, Department of Public Works, 5520 Lacy Road, Fitchburg, WI 53711. Or email transmittal materials to Cory.Horton@fitchburgwi.gov. Use of email in lieu of hard copy transmittal is an accepted transmittal method of shop drawings for approval.

The engineer or City Engineer will review and return shop drawings to the contractor within one week of date of receipt.

8. Referenced Construction Specifications.

Construct the work enumerated below conforming to the City of Fitchburg Standard Specifications for Public Works Construction, Latest Edition. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

- Water main construction – Standard Specification Section 7
- Sanitary sewer construction – Standard Specification Section 8

City of Fitchburg Standard Specifications for Public Works Construction, Latest Edition can be accessed at: <http://www.fitchburgwi.gov/DocumentCenter/View/10074>
105-002 (20130615)

9. Railroad Insurance and Coordination.

A Description

Comply with standard spec 107.17 for all work affecting Wisconsin and Southern Railroad Co. property and any existing tracks.

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Wisconsin and Southern Railroad Co.

Notify evidence of the required coverage, and duration to Roger Schaalma at (608) 620-2044; Ext. 4201, 1890 East Johnson Street, Madison, WI 53704. Include the following information on the insurance document:

Project: 5849-00-11
Route Name: Lacy Road, Dane County
Crossing ID: 177 877P
Railroad Subdivision: Evansville
Railroad Milepost: 133.07

A.2 Work by Railroad

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

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

Contact Roger Schaalma, Superintendent of Maintenance of Way, Wisconsin and Southern Railroad Co., 1890 East Johnson Street, Madison, WI 53704; TELEPHONE (608) 620-2044; Ext. 4201; FAX (608) 243-9225; email rschaalma@watcocompanies.com for consultation on railroad requirements during construction.

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

A.4 Temporary Grade Crossing

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

A.5 Train Operation

Approximately 0 passenger trains and 2 through freight trains operate daily through the construction site. Through freight trains operate at up to 25 mph. No switching movements were noted by the Railroad at this time.

10. Environmental Protection, Aquatic Exotic Species Control.

Exotic invasive organisms such as VHS, zebra mussels, purple loosestrife, and Eurasian water milfoil are becoming more prolific in Wisconsin and pose adverse effects to waters of the state. Wisconsin State Statutes 30.07, "Transportation of Aquatic Plants and Animals;

Placement of Objects in Navigable Waters”, details the state law that requires the removal of aquatic plants and zebra mussels each time equipment is put into state waters.

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

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels prior to being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Use the following inspection and removal procedures (guidelines from the Wisconsin Department of Natural Resources http://dnr.wi.gov/topic/fishing/documents/vhs/disinfection_protocols.pdf for disinfection:

1. Prior to leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can prior to leaving the area or invested waters; and
4. Disinfect your boat, equipment and gear by either:
 - a. Washing with ~212° F water (steam clean), or
 - b. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
 - c. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore this disinfect should be used in conjunction with a hot water (>104° F) application.

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

107-055 (20130615)

11. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Brad Cunningham at (608) 663-1218.
107-054 (20080901)

12. Hauling Restrictions.

Conduct operations in such a manner that will cause a minimum of inconvenience to the free flow of vehicles on roadways carrying side road traffic. Do not haul on local roads without prior approval from the appropriate jurisdiction.

Provide the necessary flagging and signing to control construction equipment movements when hauling across public roads. Do not impede traffic flow on the public roads during flagging operations.

Equip all vehicles traveling on public roads that are hauling materials that are subject to spillage, by either wind or vibration, with tailgates and adequate sideboards. Use canvas covers and other protective devices to prevent spillage as determined necessary by the engineer. Comply with all local ordinances.

13. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 7:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.
107-001 (20060512)

14. Coordination with Businesses and Residents.

Arrange and conduct a meeting between affected businesses, residents, the department, and the City of Fitchburg to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting in the evening at least one week prior to the start of work under this contract. No further meetings will be required unless directed by the engineer. Prepare and coordinate publication of the meeting notices and mailings for the meeting(s). Contact the City of Fitchburg to obtain list of property owners and publications. Schedule the meeting with at least two weeks' notice to the engineer to allow for these notifications. Coordinate with City of Fitchburg to assure a representative is present during the meeting. Contact the City of Fitchburg, City Engineer, Cory Horton, at (608) 242-4260.

15. Notice to Contractor – Presence of Bedrock within Project Limits.

The Roadway Geotechnical Exploration Report prepared for this project identified bedrock at two boring locations within the project limits. The geotechnical report is available and may be obtained by contacting the construction engineer Brad Cunningham at (608) 663-1218.

Refer to the table below for a summary of the approximate boring locations and bedrock surface elevations.

Boring Number	Boring Location	Approx. Elev. to Top of Weathered Bedrock
3	Station 21+74, 3' LT	1036.25
7	Station 40+51, 5.5' LT	963.19

Excavation of bedrock is not anticipated during excavation operations to reach the design subgrade elevation; however, bedrock will likely be encountered during the water main trench excavation operations.

The use of explosives to blast the bedrock is not allowed.

The following bid items have been included in the contract for bedrock excavation during utility trench excavation operations:

- Rock Excavation Water Main

16. Layout of Landscaping Plantings.

Contact the City Utility Engineer, Tracy Foss, (608) 270-4272, 7 days prior to the placement of landscape plants and trees. The City of Fitchburg personnel or its designated representatives will confirm the staking of the plantings.

17. Layout of Sanitary and Water Laterals.

Contact the City Engineer, Cory Horton, (608) 242-4260, 21 days prior to the installation of sanitary sewer laterals and water service lines. The City of Fitchburg personnel or its designated representatives will confirm locations for the service lines.

18. Trenching, Backfilling and Compaction for Sanitary Sewer and Watermain.

A Description

Comply with “The City of Fitchburg Public Works Standard Specifications for Public Works Construction” Latest Edition, Sections 7 and 8 along with S.D.D. 7.01.

Work under this section includes construction materials and methods associated with trenching, backfilling and compaction for the installation of sanitary sewer and water main.

B Materials

Comply with “The City of Fitchburg Public Works Standard Specifications for Public Works Construction” Latest Edition, Sections 7 and 8 along with S.D.D. 7.01.

Provide granular backfill according to standard spec 209, grade 1, of the standard spec.

C Construction

Place granular backfill for water main and copper water services according to all applicable provisions of Section 7.3 and 8.3 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

The contractor shall make arrangements with the utility companies for any relocation of interfering utilities.

The contractor shall be responsible to maintain or provide temporary service for water, sanitary sewer, gas, electricity or other utilities interrupted as a result of sanitary sewer or watermain construction. Provide disposal for all drainage and sewage resulting from relocations and/or interruptions according to regulations and permits of the controlling governmental agency(s).

When crossing a sewer, center a full length of watermain or sewer to position joints as far as possible from sewer.

C.1 Dewatering

The contractor shall be responsible for the following:

1. Contact the Department of Natural Resources Private Water Supply Section for a permit for all wells installed or operated for which the single or aggregate capacity may be in excess of 70 gallons per minute.
Wisconsin Department of Natural Resources
Private Water Supply Section
PO Box 7921
Madison, WI 53707
2. Determination of groundwater conditions.
3. Providing and maintaining necessary means and methods to dewater excavations.
4. Disposal of water.
5. Prevention of runoff and discharge from entering excavation.
6. Securing permits from all regulatory, governmental agencies governing dewatering.
7. Providing all wells, pumping equipment, generating equipment and/or power.
8. Damage caused to private wells due to dewatering.
9. Maintaining a water supply to all wells affected by the dewatering operation.
10. Dewatering to a minimum depth of 12 inches below all excavations.
11. Maintaining dewatering operation until backfilling and compaction procedures are completed.

C.2 Groundwater Disposal

Convey groundwater to point of discharge through pipelines. Open ditches and trenches are not permitted. The use of Owner's utilities is not permitted without written consent.

Maximum Sediment Content: 10 milligrams per liter.

C.3 Trenching

Excavate to the depth and width as shown in "The City of Fitchburg Public Works Standard Specifications for Public Works Construction" Latest Edition, Sections 7 and 8 along with S.D.D. 7.01. Bed the pipeline according to the sanitary sewer and watermain pipe bedding detail 7.01.

C.4 Backfilling and Compaction

Backfill according to the sanitary sewer and watermain specifications.

D Measurement

All work under this section shall be incidental to the pipeline work, unless otherwise indicated in the proposals.

E (Vacant)

19. Removing Boulder Retaining Wall, Item 204.9105.S.01.

A Description

This special provision describes removing Boulder Retaining Wall according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Boulder Retaining Wall as a single lump sum unit of work, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.01	Removing Boulder Retaining Wall	LS

204-025 (20150630)

20. Clearing and Grubbing.

Oak trees within the grading limits and some trees that are in conflict with private utility installation will be removed by the City of Fitchburg in the winter of 2016/2017 prior to construction. Trees that are removed prior to construction may not have the associated stumps grubbed.

Supplement standard spec 201.3 as follows:

Stumps, roots, brush, waste logs, and limbs, timber tops and debris resulting from clearing and grubbing or occurring within the clearing and grubbing limits may not be disposed of by burning.

21. QMP Base Aggregate.

A Description

A.1 General

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.
- (2) Conform to standard spec 301, standard spec 305, and standard spec 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
 1. Production and placement control and inspection.
 2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:
<http://wisconsin.gov/Pages/doing-business/eng-consultants/cnslt-rsrcs/rdwy/default.aspx>

A.2 Contractor Testing for Small Quantities

- (1) The department defines a small quantity, for each individual Base Aggregate bid item, as a plan quantity of 9000 tons or less of material as shown in the schedule of items under that bid item.

- (2) The requirements under this special provision apply equally to a small quantity for an individual bid item except as follows:

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

Plan Quantity	Minimum Required Testing
≤ 1500 tons	One test from production, load-out, or placement at the contractor's option ^[1]
> 1500 tons and ≤ 6000 tons	Two tests of the same type, either from production, load-out, or placement at the contractor's option ^[1]
> 6000 tons and ≤ 9000 tons	Three placement tests ^{[2] [3]}

^[1] If using production tests for acceptance, submit test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.

^[2] For 3-inch material, obtain samples at load-out.

^[3] If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun.

3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.

4. Department verification testing is optional for quantities of 6000 tons or less.

- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

B Materials

B.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not place base before the engineer reviews and comments on the plan. Construct the project as that plan provides.

- (2) Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in each of the contractor's laboratories as changes are adopted. Ensure that the plan provides the following elements:

1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
3. A list of source and processing locations, section and quarter descriptions, for all aggregate materials requiring QC testing.

4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.
5. Descriptions of stockpiling and hauling methods.
6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

B.2 Personnel

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

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

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

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

B.3 Laboratory

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

Materials Management Section
3502 Kinsman Blvd.
Madison, WI 53704
Telephone: (608) 246-5388

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

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

- (1) Document all placement observations, inspection records, and control adjustments daily in a permanent field record. Also include all test results in the project records. Provide test results to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute tabulated results using a method mutually agreeable to the engineer and contractor.

B.4.3 Control Charts

- (1) Plot gradation and fracture on the appropriate control chart as soon as test results are available. Format control charts according to CMM 8.30. Include the project number on base placement control charts. Maintain separate control charts for each base aggregate size, source or classification, and type.
- (2) Provide control charts to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute charts using a method mutually agreeable to the engineer and contractor. Update control charts daily to include the following:
 1. Contractor individual QC tests.
 2. Department QV tests.
 3. Department IA tests.
 4. Four-point running average of the QC tests.
- (3) Except as specified under B.8.2.1 for nonconforming QV tests, include only QC tests in the running average. The contractor may plot process control or informational tests on control charts, but do not include these tests, conforming QV tests, or IA tests in the running average.

B.5 Contractor Testing

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.
- (2) Test gradation once per 3000 tons of material placed. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.
- (3) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.
- (4) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.

- (5) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

B.6 Test Methods

B.6.1 Gradation

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:
 Gradation.....AASHTO T 27
 Material finer than the No. 200 sieve.....AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
 1. Control limits are at the upper and lower specification limits.
 2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
 3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
 4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

B.6.2 Fracture

- (1) Test fracture conforming to CMM 8.60. The engineer will waive fractured particle testing on quarried stone.
- (2) Maintain a separate fracture control chart for each base aggregate size, source or classification, and type. Set the lower control limit at the contract specification limit, either specified in another special provision or in table 301-2 of standard spec 301.2.4.5. Set the lower warning limit 2 percent above the lower control limit. There are no upper limits.

B.6.3 Liquid Limit and Plasticity

- (1) Test the liquid limit and plasticity according to AASHTO T 89 and T 90.
- (2) Ensure the material conforms to the limits specified in standard spec table 301-2.

B.7 Corrective Action

B.7.1 General

- (1) Consider corrective action when the running average trends toward a warning limit. Take corrective action if an individual test exceeds the contract specification limit. Document all corrective actions both in the project records and on the appropriate control chart.

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When two consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:
 1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
 2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
 3. The fracture control limit is exceeded by more than 10.0 percent.

B.8 Department Testing

B.8.1 General

- (1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project, and provide test results to the contractor within two business days after the department obtains the sample.

B.8.2 Verification Testing

B.8.2.1 General

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
 1. One non-random test on the first day of placement.
 2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.
- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

B.8.3 Independent Assurance

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
 1. Split sample testing.
 2. Proficiency sample testing.
 3. Witnessing sampling and testing.

4. Test equipment calibration checks.
 5. Reviewing required worksheets and control charts.
 6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in B.9.

B.9 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C (Vacant)

D (Vacant)

E Payment

- (1) Costs for furnishing all sampling, testing, and documentation required under this special provision are incidental to this work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the non-performance of QMP administrative item.
- (2) For material represented by a running average exceeding a control limit, the department will reduce pay by 10 percent of the contract price for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base

Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2.
301-010 (20151210)

22. Stamping Colored Concrete, Item 405.1000.

This special provision describes stamping and coloring concrete WisDOT red for work constructed under other contract bid items. Conform to standard spec 405 as modified in this special provision.

Replace the entire contents of standard spec 405.2.2 with the following:

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

Provide a sample formliner pattern to the engineer for approval by the City of Fitchburg and department representatives a minimum of 10 business days prior to preparing the test panel.

Replace the entire contents of standard spec 405.3.2 with the following:

Color concrete full-depth conforming to standard spec 405.3.1

Coordinate locations of permanent signage requiring PVC pipe box outs according to standard spec 634.3.2 and as approved by the engineer.

Produce consistent colored concrete mixes. Once colored concrete placement has started, variations in the amounts, types, or source of materials are not permitted, with the exception of minor adjustments of water and air-entraining agent as necessary according to the standard spec. Other changes require the contractor to repeat the mix approval process.

Schedule colored concrete placement to minimize exposure to rapid drying conditions, wind and full sun, before curing materials are applied. Do not place colored concrete if rain, snow, or freezing temperature is forecast within 24-hours.

Cover and protect adjacent construction work from discoloration and spillage during placement and curing of colored concrete. Remove and replace discolored work as the engineer directs.

Perform finishing operations consistently to avoid color variation in the finished colored concrete. Do not begin finishing until bleed water has left the surface. If water is added to the surface of the colored concrete to aid in finishing, the engineer will order removal of the colored concrete. During final finishing and texturing apply all strokes in the same direction.

Cure colored concrete according to standard spec 415.3.12, using the impervious coating or impervious sheeting method. Protect colored concrete from premature drying and excessive cold or hot temperatures by prompt application of curing materials. Do not allow plastic sheeting to come in contact with colored concrete.

Form Liner (Stamp) Preparation

Clean the form liner prior to each use and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary per manufacturer's recommendations.

Stamp

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

Prepare stamp tools with a full, smooth coat of antiquing release agent.

While concrete is still in the plastic state, apply imprinting tools to the surface and press into the concrete to create the desired impression. Finish all surfaces uniformly. Ensure that the textured surface is free of laitance; sandblasting is not permitted. Grind or fill any blemishes.

Hand apply antiquing release agent to each individual joint line by spraying or rolling. Shake or spray antiquing release agent over concrete surface only to achieve desired look and to match approved test panel.

Finishing

Provide tooled joints in a 4'x 4' grid, perpendicular to the back of the primary curb, or as directed by the engineer.

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

Pressure wash concrete surface to remove approximately 80% of the antiquing release agent.

Ensure that concrete is clean and dry before proceeding with concrete sealant.

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

405-100 (20160607)

23. Concrete Staining R-13-315, Item 517.1010.S.01.**A Description**

Furnish and apply a two coat concrete stain to the exposed concrete surfaces of the structure, as detailed in the plans and as hereinafter provided.

B Materials**B.1 Mortar**

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

Preblended, Packaged Type II Cement: Tri-Mix by TK Products
 Thoroseal Pearl Gray by Thoro Products

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

Acrylic Bonding Admixture: TK-225 by TK Products
 Achro 60 by Thoro Products
 Achro Set by Master Builders

B.2 Concrete Stain

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

Tri-Sheen Concrete Surfacer, Smooth by TK Products
Tri-Sheen Acrylic by TK Products
TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products
Safe-Cure & Seal EPX by Chem Masters
H&C Concrete Stain Solid Color Water Based by Sherwin-Williams

C Construction

C.1 General

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

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

C.2 Preparation of Concrete Surfaces

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

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

C.3 Staining Concrete Surfaces

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

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

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

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

C.4 Test Areas

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

C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces according to the plan.

D Measurement

The department will measure Concrete Staining (Structure) in area by the square foot of surface, acceptably prepared and stained.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1010.S.01	Concrete Staining R-13-315	SF

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

517-110 (20140630)

24. Storm Sewer Pipe Class III-B.

Add the following to standard spec 608 as follows:

Standard spec 608.3.7 - Mandrel testing is required for all polypropylene pipe.

Televising of all storm sewer is required. See Section 6.4 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

Standard spec 608.5.2 - Payment for the Storm Sewer Pipe bid items includes testing and televising.

25. Catch Basins, and Manholes.

Add the following to standard spec 611.2:

Furnish materials conforming to the following: Adjusting rings shall be injection molded High Density Polyethylene (HDPE) adjustment rings as manufactured by Ladtech, Inc., Lino Lakes, Minnesota, or approved equal. Install HDPE adjusting rings per the manufacturer's recommendations.

26. Adjusting Manhole Covers.

This work shall be according to the pertinent provisions of standard spec 611, as shown on the plans, and as hereinafter provided.

Revise standard spec 611.3.7 by deleting the last paragraph.

Set the manhole frames so that they comply with the surface requirements of standard spec 450.3.2.9. At the completion of the paving, a 6-foot straightedge shall be placed over the centerline of each manhole frame parallel to the direction of traffic. A measurement shall be made at each side of the frame. The two measurements shall be averaged. If this average is greater than 5/8 inches, reset the manhole frame to the correct plane and elevation. If this average is 5/8 inches or less but greater than 3/8 inches, the manhole frame shall be allowed to remain in place but shall be paid for at 50 percent of the contract unit price.

If the manhole frame is higher than the adjacent pavement, the two measurements shall be made at each end of the straightedge. These two measurements shall be averaged. The same criteria for acceptance and payment as above, shall apply.

611-005 (20030820)

27. Cover Plates Temporary, Item 611.8120.S.

A Description

This special provision describes furnishing, installing and removing a steel plate to cover and support asphaltic pavement and traffic loading at manholes, inlets and similar structures during milling and paving operations.

B Materials

Provide a 0.25-inch minimum thickness steel plate that extends to the outside edge of the existing masonry.

C (Vacant)

D Measurement

The department will measure Cover Plates Temporary as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	Each

Payment is full compensation for furnishing, installing, and removing the cover plates.

The steel plates shall become the property of the contractor when no longer needed in the contract work.

611-006 (20151210)

28. Plant Establishment Period.

Modify standard spec 632.3.18.1.1 to specify a one-year plant establishment period. The plant establishment period shall extend until October 15, 2018.

29. Landscape Planting Surveillance and Care Cycles.

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$800.00 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

632-005 (20070510)

30. Temporary Pedestrian Surface Plywood, Item 644.1420.S.**A Description**

This special provision describes providing, maintaining, and removing temporary pedestrian surface.

B Materials

Furnish 1 1/4-inch dense graded aggregate conforming to standard spec 305.2. Furnish:

- Asphaltic surface conforming to standard spec 465.2.
- Pressure treated 2x4 framing lumber, pressure treated 3/4-inch plywood with skid resistant surface coating, and weather resistant deck screws 3-1/2-inch minimum for framing and 1-5/8-inch minimum for plywood.
- 1/4 inch minimum steel plate or commercially available prefabricated plates with skid resistant surface coating conforming to Americans with Disabilities Act Accessibility Guidelines. If placed in the roadway, must be able to handle a vehicle weight of 88,000 lbs.

C Construction

Place, compact, and level a dense graded aggregate foundation before placing the surface.

Provide a firm, stable, and slip-resistant surface layer with vertical joints no higher than 1/4 inch and horizontal joints no wider than 1/2 inch. Sheet materials up to 1 inch thick may be lapped if the edge is beveled at 45 degrees or flatter. Asphalt may also be used to ramp up to materials up to 1 inch thick. Construct conforming to the following:

- Asphalt surface a minimum of 2 inches thick compacted with compactors, tampers, or rollers.
- Framed plywood panels 4 feet wide with a skid resistant surface coating.
- Steel or prefabricated plate with a skid resistant surface coating.

Align parallel to the existing roadway grade or, if outside of a street or highway right-of-way, do not exceed 5 percent longitudinal slope. Provide cross slope of 1 to 2 percent unless the engineer approves a steeper cross slope in writing.

Maintain the surface with a 4-foot minimum clear width and the specified joint and slope requirements. Repair or reconstruct installations disturbed during construction operations. Remove and dispose of as specified in standard spec 203.3.4 when no longer required.

D Measurement

The department will measure temporary pedestrian surface by the square foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
644.1420.S	Temporary Pedestrian Surface Plywood	SF

Payment is full compensation for providing, maintaining, and removing temporary pedestrian surface.

644-010 (20150630)

31. Temporary Curb Ramp, Item 644.1601.S.

A Description

This special provision describes providing, maintaining, and removing temporary curb ramps.

B Materials

Furnish materials as follows:

- Asphaltic surface conforming to standard spec 465.2.
- Engineer-approved ready mixed concrete or ancillary concrete conforming to standard spec 602.2 except no QMP is required.
- Commercially available prefabricated curb ramps conforming to Americans with Disabilities Act Accessibility Guidelines.

Furnish yellow detectable warning fields conforming to Americans with Disabilities Act Accessibility Guidelines. Use either an engineer-approved surface-applied type or cast iron from the department's approved products list.

C Construction

Provide and maintain temporary curb ramps, including detectable warning fields, throughout the project duration. Place and compact a dense graded aggregate foundation before placing the curb ramp, unless the curb ramp is to be placed on existing roadway surface.

Remove and dispose temporary curb ramps and associated detectable warning fields when no longer required.

D Measurement

The department will measure temporary curb ramps by each individual ramp, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
644.1601.S	Temporary Curb Ramp	Each

Payment is full compensation for providing, maintaining, and removing temporary curb ramps.

644-020 (20150630)

32. Temporary Pedestrian Safety Fence, Item 644.1616.S.

A Description

This special provision describes providing, maintaining, and removing the temporary pedestrian safety fence.

B Materials

Furnish notched metal "T" or "U" shaped fence posts weighing 1 1/3 pounds per foot or more.

Furnish select 2x4 dimensional lumber.

Furnish fence fabric meeting the following requirements.

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

The engineer may allow prefabricated fencing systems conforming to Americans with Disabilities Act Accessibility Guidelines.

C Construction

Provide a continuous safety fence with the top edge free of sharp or rough edges.

Repair or reconstruct installations disturbed during construction operations. Remove and dispose of as specified in standard spec 204.3 when no longer required.

D Measurement

The department will measure Temporary Pedestrian Safety Fence by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
644.1616.S	Temporary Pedestrian Safety Fence	LF

Payment is full compensation for providing, maintaining, and removing the temporary pedestrian safety fence.

644-025 (20150630)

33. Lighting Control Cabinets 120/240 24-Inch.

Amend standard spec 659.2 as follows:

Cabinet shall be dark green aluminum.

34. Luminaires Area LED, Item SPV.0060.01.

A Description

This special provision describes providing LED area luminaires together with hardware and fittings as shown on the plans.

B Materials

Provide luminaire constructed of cast aluminum with high performance aluminum heat sinks. Provide an LED driver with >90% power factor that is sealed in the luminaire for weather-tight operation. Provide luminaire with the following:

- 120-277V
- 50/60 Hz
- 350 mA drive current
- 4000K color temperature
- Type II Short optical distribution

Include luminaire with housing for mounting to round pole (SPV.0060.02) with 4 1/2" top diameter. Provide luminaire that is new, unused, and the latest model being produced. Provide luminaire with ten-year limited warranty. Provide luminaire as manufactured by Cree Lighting, Edge Series LED Area Luminaires (Catalog Number: ARE-EDG-2M-DL-12-E-UL-BZ-350-40K).

C Construction

Provide Luminaires Area LED together with hardware and fittings according to applicable provisions of standard spec 659.3 and as shown on the plans.

D Measurement

The department will measure Luminaires Area LED as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Luminaires Area LED	Each

Payment is full compensation for luminaires; for luminaire mounting boxes as required; junction box fusing; for hardware and fittings; and for required coordination.

35. Aluminum Light Pole, Item SPV.0060.02.**A Description**

This special provision describes providing aluminum light poles according to standard spec 657, as shown on the plans, and as hereinafter provided.

B Materials

Furnish rounded tapered aluminum light pole manufactured by Hapco, model RTA30C8B4-BM.

Light poles requiring integral GFI receptacles (as indicated on drawings) shall be furnished with Hapco Accessory Modification No. 185 - "Receptacle Outlet Box with Duplex G.F.C.I Receptacle.

C Construction

Install aluminum light poles according to standard spec 657.3.

D Measurement

The department will measure Aluminum Light Pole as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Aluminum Light Pole	Each

Payment is full compensation for providing all materials including light pole, grounding lugs and related mounting hardware; for leveling shims; for installing identification plaques; for corrosion prevention; and for furnishing all hardware and fittings necessary for pole installation.

36. Backlight Control Shield, Item SPV.0060.03.**A Description**

This special provision describes providing backlight control shields for the LED area luminaires as shown on the plans.

B Materials

Provide backlight control shield that is new, unused, and the latest model being produced. Provide backlight control shield as manufactured by Cree Lighting, Edge Series LED Area Luminaires (Catalog Number: XA-30BLS).

C Construction

Provide backlight control shields together with hardware and fittings according to applicable provisions of standard spec 659.3 and as shown on the plans.

D Measurement

The department will measure Backlight Control Shield as each individual backlight control shield, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Backlight Control Shield	Each

Payment is full compensation for backlight control shield; for hardware and fittings; and for required coordination.

37. Construction Staking Curb Ramp, Item SPV.0060.04.

A Description

Perform work according to the applicable provisions of standard spec 650.

B (Vacant)

C Construction

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Set additional construction stakes as necessary to establish location and grade of the curb ramp including points of change in alignment and grade according to the plans, standard details for curb ramps, and for conformance with ADAAG. Locate stakes to within 0.02 feet horizontally and establish the grade elevation to within 0.01 feet vertically.

D Measurement

The department will measure Construction Staking Curb Ramp each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Construction Staking Curb Ramp	Each

Payment is full compensation for locating and setting all construction stakes and for relocating and resetting damaged or missing construction stakes.

38. Perennials Woods Blue Aster CG, 1 Gal, Item SPV.0060.05; Moonbeam Coreopsis CG 1 Gal, Item SPV.0060.06; Happy Returns Daylily CG 1 Gal, Item SPV.0060.07; Kobold Gayfeather CG 1 Gal, Item SPV.0060.08; Russian Sage CG 1 Gal, Item SPV.0060.09; Autumn Joy Stonecrop CG 1 Gal, Item SPV.0060.10; Tara Prairie Dropseed CG 1 Gal; Item SPV.0060.11.

A Description

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

B Materials

Provide Perennial Plants, as shown on plan, and complying with American Standard for Nursery Stock (ANSI Z60.1-2004) for type, shape, and height.

Provide type B fertilizer.

C Construction

Ensure that Planting Mixture has been placed according to specifications.

Install Perennial Plants and mulching as shown on the plan and as per the standard specifications.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Perennials, Woods Blue Aster CG 1 Gal	Each
SPV.0060.06	Perennials, Moonbeam Coreopsis CG 1 Gal	Each
SPV.0060.07	Perennials, Happy Returns Daylily CG 1 Gal	Each
SPV.0060.08	Perennials, Kobold Gayfeather CG 1 Gal	Each
SPV.0060.09	Perennials, Russian Sage CG 1 Gal	Each
SPV.0060.10	Perennials, Autumn Joy Stonecrop CG 1 Gal	Each
SPV.0060.11	Perennials, Tara Prairie Dropseed CG 1 Gal	Each

Payment for Perennials bid item are full compensation for providing, transporting, handling, storing, pruning, placing, and replacing plant materials; for excavating all plant holes, salvaging topsoil, mixing, and backfilling; for providing and applying all required fertilizer, mulch, water, rodent protection, herbicides and anti-desiccant spray; and for disposing of all excess and waste materials. Payment for Topsoil bid item used in planting will be as specified in standard spec 625.

39. Fire Hydrant, Item SPV.0060.12.

A Description

This work consists of furnishing and installing hydrants according to Section 7 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

B Materials

Furnish materials according to Section 7.2 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

Field verify heights of proposed hydrants. Order hydrants accordingly so that the bury line, when hydrant is installed, will be within 0.2 feet of ground level.

C Construction

Install hydrants according to Section 7.3 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition, unless otherwise shown or specified.

Locations of fire hydrants may need to be field adjusted prior to installation to avoid conflicts. Field adjusting fire hydrants shall be incidental to the cost of the fire hydrant.

Hydrant leads with less than 6.5 feet of cover shall be insulated per specifications. Installing bends in hydrant lead in order to install hydrant at correct elevation is prohibited.

D Measurement

The department will measure Fire Hydrant as each individual unit, acceptably completed.

E Basis of Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Fire Hydrant	Each

Payment is full compensation for providing and installing the fire hydrant, hydrant flag, hydrant extensions, thrust blocking, restraints, stainless steel bolts, support blocks, bedding, cover, clear stone, poly, continuity straps, and paint; for making connection; for excavation, dewatering, backfilling with granular backfill, compaction, bracing, shoring, disposal of surplus excavated material, protection and support of exiting utilities, field adjustments, chlorination, testing, cleanup and any other incidentals necessary to complete this bid item.

40. Relocate Valve, Item SPV.0060.13.

A Description

Work under this item includes relocating existing water valves.

B Materials

Provide all materials necessary to complete the work associated with this item according to Section 7.2 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

C Construction

Complete all work associated with this item according to Section 7.3 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

Remove valve only after the connected existing watermain section has been abandoned or removed.

D Measurement

The department will measure Relocate Valve as each individual relocated valve, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Relocate Valve	Each

Payment is full compensation for relocation of the existing valve, excavating, dewatering, backfilling with granular backfill, compacting, bracing, shoring, and restoring the site, for disposing of surplus materials, and any other incidentals necessary to complete this bid item.

41. Relocate Existing Fire Hydrant, Item SPV.0060.14.

A Description

Work under this item includes relocating existing fire hydrants.

B Materials

Provide all materials necessary to complete the work associated with this item according to Section 7.2 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

C Construction

Complete all work associated with this item according to Section 7.3 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

Remove hydrant only after the connected existing watermain section has been abandoned or removed.

D Measurement

The department will measure Relocate Existing Fire Hydrant as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.14	Relocate Existing Fire Hydrant	Each

Payment is full compensation for relocation of the existing fire hydrant, for hydrant extensions, thrust blocking, stainless steel bolts, support blocks, bedding, cover, clear stone, polyethylene continuity straps and paint; for excavating, dewatering, backfilling with granular backfill; for compacting, bracing, shoring, and restoring the site; protection and support of existing utilities; field adjustment, chlorination, testing and cleanup, disposing of surplus materials, and any other incidentals necessary to complete this bid item.

42. Water Valve 6-Inch, Item SPV.0060.15; 8-Inch, Item SPV.0060.16; 10-Inch, Item SPV.0060.17; 12-Inch, Item SPV.0060.18.

A Description

This work consists of furnishing and installing water valves according to Section 7 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition. Proposed valves associated with live taps, as indicated on the plans, are not included in this item.

B Materials

Furnish materials according to Section 7.2 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest edition.

Provide granular backfill according to Trenching, Backfilling and Compaction for Sanitary Sewer and Watermain.

C Construction

Install water valves according to section 7.3 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

D Measurement

The department will measure Water Valve (size) as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.15	Water Valve 6-Inch	Each
SPV.0060.16	Water Valve 8-Inch	Each
SPV.0060.17	Water Valve 10-Inch	Each
SPV.0060.18	Water Valve 12-Inch	Each

Payment is full compensation for providing and installing any water valve, stabilizer, valve box, bedding, backfill, cover, restraints, stainless steel bolts, support block, valve nut extension (if needed, extensions will be provided by the city), and continuity straps; for excavation, dewatering, backfilling, compaction, bracing and shoring; for furnishing all valve box adjustments; for disposal of surplus excavated material, protection and support of existing utilities and cleanup; and for any other incidentals necessary to complete this bid item.

43. Adjust Existing Valve Box, Item SPV.0060.19.

A Description

Work under this item consists of adjusting and extending all existing water valve boxes within the project limits to a ¼ inch below finished grade.

B (Vacant)

C Construction

Adjust water valve box according to Section 7.3 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

Excavate and expose the existing water valve box to the depth needed to adjust the valve box to finished grade and depth necessary to replace all broken valve box sections. Extensions for additional depth and/or replacement may be required and are included in this item. Backfill and compact according to the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition. Leave all valve boxes centered over the valve operating nut and free of dirt and debris.

D Measurement

The department will measure Adjust Existing Valve Box as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.19	Adjust Existing Valve Box	Each

Payment is full compensation for provision and installation of replacement valve box sections and covers; for excavating, backfilling with granular backfill, adjusting valve box to ¼ inch below finished grade, compacting and restoring disturbed areas; and for any other incidentals necessary to complete this bid item.

44. Remove Existing Valve, Item SPV.0060.20.

A Description

Work under this item includes removing water valves no longer in service, as indicated in the plans or as directed by the City of Fitchburg.

B (Vacant)

C Construction

Complete all work associated with this item according to Section 7.3 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

D Measurement

The department will measure Remove Existing Valve as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.20	Remove Existing Valve	Each

Payment is full compensation for backfilling with granular backfill, compaction, bracing and shoring; for removing valve and valve box; and for disposing of surplus materials; and for any other incidentals necessary to complete this bid item.

45. Connect to Existing Watermain, Item SPV.0060.21.**A Description**

This special provision describes providing a cut-in connection to existing watermain as indicated in the plans or as directed by the City of Fitchburg according to Section 7 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

B Materials

Provide all materials necessary for completion of this work according to Section 7.2 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

C Construction

Provide a water-tight cut-in connection at the locations shown on the plans according to Section 7.3 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

Provide watermain flushing and testing according to Section 7.4 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

D Measurement

The department will measure Connect to Existing Watermain as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.21	Connect to Existing Watermain	Each

Payment is full compensation for making all connections, disposing of surplus materials and for providing a water main flushing and testing; and for any other incidentals necessary to complete this bid item.

46. Locate and Reestablish Section Corner Monuments, Item SPV.0060.22.

A Description

This special provision describes locating and reestablishing section corner monuments from existing reference monuments as shown in the plans, as directed by the engineer and as hereinafter provided.

B Materials

Furnish one of the following survey monuments for each location: A Berntsen Steel Nail Marker, for placement in asphalt pavement; a Berntsen BP1 Brass Marker with anchoring plug for placement in concrete pavement; or a Berntsen Aluminum Break-Off Monument for placement in locations outside the pavement area.

C Construction

C.1 General

Locate, tie-off, and document existing monuments within the limits of construction to the extent necessary to reestablish the monuments. Once properly located, tied-off and documented, remove existing monuments and reestablish.

All survey work required to reestablish the survey monument from the reference monuments is to be performed by, or under the direction of, a land surveyor registered in the State of Wisconsin. Provide an updated County specified tie sheet(s) to the County Surveyor and the engineer. Provide county coordinates for all ties and monuments shown on the tie sheet(s). Obtain an example of the specified tie sheet(s) from the corresponding County Surveyor.

C.2 Berntsen Steel Nail Marker

Locate the exact position for the monument on the asphalt pavement. Drive the Berntsen Steel Nail Marker into the pavement until the top of the Steel Nail Marker is countersunk below the surrounding finished asphalt pavement according to the manufacturer's specifications.

C.3 Berntsen BP1 Brass Marker

Drill a hole in the finished concrete pavement using a drill bit approved by the manufacturer. Insert the ribbed plastic expansion plug into the drilled hole. Tap the brass marker stem into the expansion plug until the top of the brass marker is countersunk below the surrounding finished concrete pavement according to the manufacturer's specifications.

C.4 Berntsen Aluminum Break-Off Monument

Install according to the pertinent provisions of standard spec 621.3 for Non-Driven Aluminum Monuments.

D Measurement

The department will measure Locate and Reestablish Section Corner Monuments as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.22	Locate and Reestablish Section Corner Monuments	Each

Payment is full compensation for furnishing all excavation, backfilling, and drilling necessary to place section corner monuments; placing survey monuments; furnishing a land surveyor registered in the State of Wisconsin and all survey work; and for preparing and delivering tie sheets.

47. Adjust Water Curb Box, Item SPV.0060.23.**A Description**

This special provision describes adjusting water curb boxes within the project limits to match finished grade as shown on the plans or directed by the City of Fitchburg according to Section 7 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

B (Vacant)**C Construction**

Excavate and expose the existing water curb boxes to the depth needed to adjust the valve boxes to finished grade. Extensions may be required. Leave all curb boxes centered over the curb stop and free of dirt and debris.

D Measurement

The department will measure Adjust Water Curb Box as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.23	Adjust Water Curb Box	Each

Payment is full compensation for adjusting water curb box to finished grade; for excavating, exposing, backfilling with granular backfill, disposing of surplus material and restoring the site; and for necessary extensions.

48. Adjust Watermain at Utility Crossing, Item SPV.0060.24.**A Description**

This work consists of adjusting the existing watermain where the grades are anticipated to be in conflict with the proposed sewer.

B Materials

Furnish materials according to Section 7.2 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition. Bends and any other appurtenances shall be incidental to the cost of this item.

C Construction

Field verify grades of existing watermain and if necessary, make an open cut on either end of the affected watermain and lower the watermain to provide a minimum 18” of vertical separation from top of watermain to bottom of sewer pipe, as shown in the plans. Backfill the trench with the existing material excavated as part of this work, and compact.

D Measurement

The department will measure Adjust Watermain at Utility Crossing as each individual unit, acceptably completed.

E Basis of Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.24	Adjust Watermain at Utility Crossing	Each

Payment is full compensation for provision and installation of 4-45 degree bends, restraint and thrust blocking, bedding and cover; for excavation and dewatering, backfilling, compaction, bracing and shoring; for disposal of surplus excavated materials, protection and support of existing utilities, and for any other incidentals necessary to complete the bid item.

49. Temporary Watermain Connection, Item SPV.0060.25.**A Description**

This special provision describes providing a temporary water connection to the existing watermain. A temporary connection is needed to provide temporary water service due to the staging and phasing of the watermain construction as part of the overall project. Proposed temporary water connections must be authorized by City of Fitchburg prior to installation in order to be considered for payment. Provide at least two working days’ notice to City of Fitchburg prior to performing any temporary connections.

B Materials

Furnish all materials needed for the temporary connection according to Section 7.2 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition. Materials may include but are not limited to; fittings, valves, pipe extensions and granular backfill. No previously used temporary Watermain connection materials may be permanently installed in the water system without written authorization from the City of Fitchburg.

Provide granular backfill according to Trenching, Backfilling and Compaction for Sanitary Sewer and Watermain.

C Construction

Provide a water-tight temporary connection at the locations to be determined and approved by the City of Fitchburg according to Section 7.3 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition. The temporary water connection work includes any, pipe abandonment, pipe removal, any cut-in connections and/or any cut-off and caps associated with the temporary connection.

After a safe sample on the new Watermain section has been obtained connect to the existing Watermain and connect all water service laterals. Coordinate all temporary connections with the City of Fitchburg.

D Measurement

The department will measure Temporary Watermain Connection each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.25	Temporary Watermain Connection	Each

Payment is full compensation for excavation, backfilling and compacting; removal and disposal of temporary Watermain connections; making all connections and disposing of surplus materials, and for any other incidentals necessary to complete the bid item. Permanent connection to an existing Watermain will be paid under bid item Connect to Existing Watermain.

50. Sanitary Lateral Cleanout, Item SPV.0060.26.**A Description**

This work consists of furnishing and installing sanitary lateral cleanout covers as shown in the plans and per the requirements of Wisconsin Plumbing Code.

B Materials

Furnish all materials according to Section 7.2 and 8.2 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

C Construction

Extend sanitary pipe, of the same material as the sanitary main, to the proposed finished surface grade. Connect pipe to a cast iron valve box at the surface. Provide a cast iron cleanout cap with the word "Sewer" across the top. Adjust the valve box to the finish surface grade.

D Measurement

The department will measure Sanitary Lateral Cleanout as each individual sanitary lateral cleanout, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.26	Sanitary Lateral Cleanout	Each

Payment is full compensation for providing and installing any sanitary lateral cleanout of any size, wye of any size, and valve box of any size; for excavation, dewatering, backfilling with granular backfill, compaction, bracing, shoring, connection to existing sanitary sewer mains, valve box adjustment to ¼ inch below final surface, disposal of surplus excavated material, protection and support of existing utilities, testing and cleanup, and for any other incidentals necessary to complete the bid item.

51. Sanitary Sewer Structure 4-Foot Diameter, Item SPV.0060.27.**A Description**

Work under this item includes installing Sanitary Sewer Structures at the depths and locations shown on the plan.

B Materials

Furnish materials according to Section 8.2 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

C Construction

Install sanitary sewer structures according to section 8.3 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

Maintain the flow of wastewater at all times during installation of the new sanitary sewer structure and when connecting pipes to the new structure. All bypass pumping, temporary piping, and/or temporary connections, which are required to maintain the flow of wastewater throughout construction, is incidental to this bid item.

Place concrete benches and flowlines as directed by the City of Fitchburg.

Complete testing of new sanitary sewer structure according to Section 8.4 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

D Measurement

The department will measure Sanitary Sewer Structure, (Size) as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.27	Sanitary Sewer Structure 4-Foot Diameter	Each

Payment is full compensation for providing and installation of sanitary sewer structure, water tight sanitary sewer pipe connections, flowlines, concrete benches, castings, adjusting rings, chimney seal, bedding, and cover; for furnishing and installing all temporary bypass pumping and connections; for furnishing all connections to existing pipes; for excavation, dewatering, backfilling with granular backfill, compaction, bracing and shoring; for removal of all utilities to be abandoned within the location of the sanitary sewer structure; for disposal of surplus excavated material, protection and support of existing utilities, testing, televising and cleanup, and for any other incidentals necessary to complete the bid item.

52. Remove Existing Sanitary Sewer Structure, Item SPV.0060.28.

A Description

This special provision describes removing sanitary sewer access structures as shown on the plans. The work includes salvaging and disposing of the resulting materials and backfilling the trenches with granular backfill.

B Materials

Provide granular backfill according to Trenching, Backfilling and Compaction for Sanitary Sewer and Watermain. Furnishing and placing granular backfill in the void created by the structure removal is included with this bid item.

C Construction

Remove sanitary sewer access structures according to Section 8.3 the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

Plugging sewer mains and laterals that are connected to existing sanitary sewer structure to be removed is incidental to the removal of the structure. This is applicable to sewer plugs only. Concrete slurry of an entire sanitary sewer main or lateral under a proposed or existing roadway is paid for separately under Abandon Existing Sanitary Sewer - Slurry.

Deliver castings to the City of Fitchburg at 2373 S. Fish Hatchery Road, Fitchburg.

D Measurement

The department will measure Remove Existing Sanitary Sewer Structure as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.28	Remove Existing Sanitary Sewer Structure	Each

Payment is full compensation for removing existing sanitary sewer structure; for dewatering, bracing, shoring, excavation and plugging sewer mains and laterals, backfilling with granular backfill and compaction; for delivery of casting to City of Fitchburg; for disposal

of surplus materials and for restoring the site, and for any other incidentals necessary to complete the bid item.

53. Connect to Existing Sanitary Sewer Structure, Item SPV.0060.29.

A Description

Work under this item includes coring into an existing manhole for a new connection.

B (Vacant)

C Construction

Notify the City of Fitchburg of any potential restoration work and provide a minimum of three working days for completion of a field assessment of the structure in question. Unless shown on the drawings, do not reconstruct bench and flowlines unless directed by the City of Fitchburg.

D Measurement

The department will measure Connect to Existing Sanitary Sewer Structure as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.29	Connect to Existing Sanitary Sewer Structure	Each

Payment is full compensation for connecting to existing sewer structure, for provision and installation of water tight connection, for excavation, coring into existing manhole, dewatering, backfilling, compaction, bracing and shoring; for disposing of surplus excavated materials, completion of connection, and for any other incidentals necessary to complete the bid item.

54. Reconstruct Bench and Flowlines, Item SPV.0060.30.

A Description

Work under this item includes the removal and replacement of the existing sewer structure's bench and flowline(s) as indicated in the drawings, or as required by the City of Fitchburg, to restore the bench and flowline after completion of a connection as described under Connect to Existing Sanitary Sewer Structure.

B Materials

Furnish concrete materials according to Section 8.3 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

C Construction

Notify the City of Fitchburg of any potential restoration work and provide a minimum of three working days for completion of a field assessment of the structure in question. Unless shown on the drawings, do not reconstruct bench and flowlines unless directed by the City of Fitchburg.

Complete all work associated with this item as directed by the City of Fitchburg. Provide a smooth trowel finish to all completed flowlines. Brushed flowlines will not be accepted.

D Measurement

The department will measure Reconstruct Bench and Flowlines as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.30	Reconstruct Bench and Flowlines	Each

Payment is full compensation for disposing of surplus materials; for removal of existing benches and flowlines; for providing concrete and for finishing the benches and flowlines, and for any other incidentals necessary to complete the bid item.

55. Sanitary Sewer Lateral Electronic Marker, Item SPV.0060.31.**A Description**

Work under this item includes installing sanitary sewer lateral electronic marker according to Section 8 of the City of Fitchburg Standard Specifications for Public Works Construction—Latest Edition.

B Materials

Furnish materials according to Section 8.2 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

C Construction

Install sanitary sewer lateral electronic marker according to Section 8.3 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

D Measurement

The department will measure Sanitary Sewer Lateral Electronic Marker as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.31	Sanitary Sewer Lateral Electronic Marker	Each

Payment is full compensation for installation of electronic markers, disposal of surplus material, and for any other incidentals necessary to complete the bid item.

56. Adjust Sanitary Sewer Structure with Risers, Item SPV.0060.32.

A Description

Work under this item includes the removal and/or replacement of the existing sewer access structure barrel sections and/or rotating cone sections, drilling new steps and removing existing steps to better align with improvements as indicated in the drawings or as required by the City of Fitchburg.

B Materials

Furnish all materials according to Section 8.2 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

C Construction

Remove existing adjustment rings and concrete barrel section(s) as necessary to install new adjustment rings and/or barrel sections needed to reach the final proposed grade as shown on the plans or as directed by the City of Fitchburg.

Rotate the existing cone section as shown on the plans.

Install an offset cone section and casting as shown on the plans.

Adjustment ring heights exceeding 9 inches will not be allowed.

D Measurement

The department will measure Adjust Sanitary Sewer Structure with Risers as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.32	Adjust Sanitary Sewer Structure with Risers	Each

Payment is full compensation removing and adding barrel sections to existing sanitary sewer structure; for rotating cone sections on existing sanitary sewer structure, drilling new steps to align with realigned cone section and removing existing steps that do not line up with realigned cone section; for excavation, dewatering, backfilling with granular backfill, compaction, bracing and shoring; for disposal of surplus excavated material, protection and support of existing utilities, and cleanup; and for any other incidentals necessary to complete the bid item.

57. Tree Protection, Item SPV.0060.33.

A Description

Tree preservation is of great importance on the project. This special provision describes protecting trees within the Temporary Limited Easement and right-of-way designated to remain in order to help protect the tree from damage.

B (Vacant)

C Construction

Place a safety fence around designated trees at the approximate drip line. Take care not to damage tree trunks and branches. Replace any trees not designated for removal that are determined by the engineer to be excessively damaged by the contractor's operations. The engineer will provide the tree replacement requirements, including type of tree, size, and planting requirements. No compensation will be made to the contractor for replacing any trees damaged by his operations.

To protect the immediate portion of tree root zones, do not park, place or store construction equipment, sand, concrete or any other materials on the surface of any unpaved areas within the driplines (outermost reach of branches) of the trees. Do not deposit chemicals, rinsates, or petroleum products within the driplines of the trees.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.33	Tree Protection	Each

Payment for Tree Protection is full compensation for providing and erecting safety fence and posts; for maintaining fence; and for supplying and installing replacement trees for existing trees damaged by the contractor's operations.

The fencing material shall become the property of the contractor when no longer needed in the contract work.

58. Moving Light Pole, Item SPV.0060.34.

A Description

Work under this item includes the removal and reinstallation of existing light poles and fixtures as shown on the plans and as hereinafter provided. The work also consists of disconnecting and disposing of existing lighting wire. New concrete bases, conduit, and wire for reinstalling salvaged light poles are not included in this item of work and will be paid separately.

B Materials

Furnish all materials according to Section 9 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

C Construction

Perform all work according to standard spec 651 and 659.

Notify the appropriate lighting utilities personnel at least three working days prior to the removal of the lights. For lighting maintained by the City of Fitchburg, Cory Horton, City of Fitchburg City Engineer, at (608) 242-4260.

Coordinate the de-energizing of the lighting system with lighting utilities personnel. Perform a field review of existing lighting equipment for condition of equipment prior to removal. Notify the lighting personnel of any damaged or non-operating equipment.

If the equipment is not reinstalled the same day, store all materials removed in a safe and secure location as directed by the engineer. Protect from theft and damage. All equipment that is determined to have been damaged during storage shall be replaced in kind at contractor's expense.

Reinstall salvaged light pole assemblies on a concrete base or direct buried as shown on the plans.

D Measurement

The department will measure Moving Light Pole as each individual existing light pole, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.34	Moving Light Pole	Each

Payment is full compensation for removing, storing, and reinstalling light poles, disposing of existing wire, furnishing and installing materials including conduit fittings and any additional required mounting hardware; for disposal of surplus materials, drilling holes, storing and protecting equipment, and for making all connections; and for corresponding with the owner. New concrete bases, conduit, and wiring will be paid for under separate bid items.

59. Install Valve Box on Existing Curb Stop, Item SPV.0060.35.**A Description**

This work consists of furnishing and installing a water valve box over the existing curb stop according to Section 7 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

B Materials

Furnish materials according to Section 7.2 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

C Construction

Install valve box according to Section 7.3 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

Cut notches in the valve bonnet to fit over the copper pipe. Set valve box on 2-inch thick concrete block.

D Measurement

The department will measure Install Valve Box on Existing Curb Stop as each individual unit acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.65	Install Valve Box on Existing Curb Stop	Each

Payment is full compensation for provision and installation of full water valve box over curb stop; for notching bonnet to fit over copper pipe; for concrete block under valve box; for excavation, bedding, cover, backfill with granular material, dewatering compaction, bracing and shoring; for disposal of surplus excavated material, protection and support of existing utilities and cleanup; and any other incidentals to complete this bid item.

60. Utility Line Opening (ULO), Item SPV.0060.36.**A Description**

This work consists of excavating to uncover utilities for the purpose of determining elevation and potential conflicts as shown on the plans or as directed by the engineer.

B (Vacant)**C Construction**

Perform the excavation in such a manner that the utility in question is not damaged.

Perform the utility line openings as soon as possible and at least 10 days in advance of proposed utility construction to allow any conflicts to be resolved with minimal disruption. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be called for. In these cases, a single utility line opening will be considered full payment to locate multiple utilities. Provide utility line openings with a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

Notify the utility engineers or their agents of this work a minimum of three working days prior to the work so they may be present when the work is completed. Obtain approval from engineering before performing utility line openings.

D Measurement

The department will measure Utility Line Opening (ULO) as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.36	Utility Line Opening (ULO)	Each

Payment is full compensation for the excavation required to expose the utility line, backfilling with existing material removed from the excavation, compacting the backfill material, restoring the site, and for cleanup.

Existing asphaltic pavement removal necessary to facilitate utility line openings will be considered part of or paid for under Utility Line Openings. Replacement pavement, concrete curb, gutter, and sidewalk items will be considered separate from Utility Line Openings and will be measured and paid for separately.

61. Round Steel Sign Post System, Item SPV.0060.40.

A Description

Work under this item includes furnishing and installing sign posts and post anchors at the locations shown on the plans and according to the requirements of standard spec 634, the plans, and as hereinafter provided. All sign posts shall be round tubular steel and installed as shown in the plans.

B Materials

Furnish a 12' round steel post with 2-3/8" outer diameter, a Tapco V-loc post anchor for new concrete (Tapco item #034-00082) or equal, and a set of two sign mounting Z-brackets (Tapco item #037-00005) or a set of two double sided sign mounting Z-brackets (Tapco item #037-00012B) that fits a 2-3/8" post or equal.

C (Vacant)

D Measurement

The department will measure Round Steel Sign Post System as each post assembly, including each section and anchor, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.40	Round Steel Sign Post System	Each

Payment is full compensation for providing all materials including post, anchor, mounting brackets, and all related hardware; for installing the anchors and adapters; for placing the posts; treating cut post ends; for removing and disposing of surplus material; and for furnishing all hardware and fittings necessary for post installation.

62. Manhole 4-Foot Diameter Special, SPV.0060.41; Manhole 5-Foot Diameter Special, SPV.0060.42.

A Description

Work under this item includes installing Manhole, Special at the depths and locations shown on the plan.

B Materials

Furnish materials according to standard spec 608 Storm Sewers.

C Construction

Install storm sewer structures according to standard spec 608 Storm Sewers.

All manholes under this item shall have a concrete weir constructed to the dimensions and locations shown in the plans. The weir wall shall be pre-cast into the manhole.

D Measurement

The department will measure Manhole, Special as each individual structure, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.41	Manhole 4-Foot Diameter Special	Each
SPV.0060.42	Manhole 5-Foot Diameter Special	Each

Payment is full compensation for providing and installation of structure, flowlines, concrete benches, concrete weirs, adjusting rings, bedding, and cover; for furnishing and installing all temporary bypass pumping and connections; for furnishing all connections to existing pipes; for excavation, dewatering, backfilling with granular backfill, compaction, bracing and shoring; for removal of all utilities to be abandoned within the location of the structure; for disposal of surplus excavated material, protection and support of existing utilities and cleanup; and for any other incidentals necessary to complete the bid item.

63. Catch Basin Filter Bag, SPV.0060.43.

A Description

Work under this item shall consist of supplying, installing, and final cleaning of permanent Inlet Filters to collect hydrocarbons and greases and sediment from surface storm water runoff at drainage locations shown on the plans and as directed by the City of Fitchburg.

B Materials

Inlet Filter system shall have a corrosion resistant steel frame and a replaceable geotextile sediment bag attached to the frame with a stainless steel locking band. The sediment bag shall hang suspended from the rigid frame at a distance below the grate that shall allow full water flow into the drainage structure if the bag is completely filled with sediment.

The Inlet Filter frame shall include lifting handles in addition to the standard overflow feature.

Filter Bag shall include a 22" or greater depth bag with a flow rate minimum of 130 gallons per minute / square foot and a minimum apparent opening size of 140 (U.S. Sieve).

The inlet filter capacity shall be a minimum 155 ounces and shall have testing results available showing oil retention is 90% or greater.

Basis of design is FlexStorm PURE with PC+ inlet bags.

C Construction

Remove the grate from the casting or concrete drainage structure. Clean the ledge (lip) of the casting frame or drainage structure to ensure it is free of stone and dirt. Install the inlet filter according to the manufacturer's installation recommendations.

D Measurement

The department will measure Catch Basin Filter Bag as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.43	Catch Basin Filter Bag	Each

Payment is full compensation for providing materials and installation of filter bag.

64. Connect to Existing Sanitary Sewer Main, Item SPV.0060.44.

A Description

This special provision describes providing a cut-in connection to existing sanitary sewer main as indicated in the plans or as directed by the City of Fitchburg according to Section 8 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

B Materials

Furnish all materials according to Section 8.2 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

C Construction

Provide a water-tight cut-in connection at the locations shown on the plans according to Section 8.3 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

Provide sanitary sewer testing according to Section 8.4 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

D Measurement

The department will measure Connect to Existing Sanitary Sewer Main as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.44	Connect to Existing Sanitary Sewer Main	Each

Payment is full compensation for providing and installation of sanitary sewer fittings, accessories, bedding, backfill and cover; for furnishing all connections to existing pipes and structures; for excavation, dewatering, backfilling, compaction, bracing and shoring; bypass as necessary and for disposal of surplus excavated material, protection and support of existing utilities.

65. Construction Staking Trees, Item SPV.0060.45.

A Description

Perform work according to the applicable provisions of standard spec 650 and as detailed in the plans.

B (Vacant)

C Construction

Set construction stakes as detailed in the plans. Set and maintain stakes as necessary to achieve the required accuracy and to support the method of operations. Locate tree installation stakes to within 0.25 feet horizontally.

D Measurement

The department will measure Construction Staking Trees by each individual tree acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.45	Construction Staking Trees	Each

Payment is full compensation for locating and setting all construction stakes; for relocating and resetting damages or missing construction stakes.

66. Low-Grow/No-Mow Seed Mix, Item SPV.0085.01.**A Description**

Perform work according to the applicable provisions of standard spec 630.

B Materials

Provide a low mow seed mix from the following manufacturers:

- Taylor Creek Restoration Nursery
- Prairie Nursery
- High Country Gardens
- or approved equal.

C Construction

Comply with standard spec 630.

D Measurement

The department will measure Low-Grow/No-Mow Seed Mix by the pound, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.01	Low-Grow/No-Mow Seed Mix	LB

Payment is full compensation for providing, handling, and storing all seed; for providing the required culture and inoculating seed as specified; and for preparing the seed bed, sowing, covering and firming the seed.

67. Construction Staking Wall Modular Block Gravity, Item SPV.0090.01.

A Description

Perform work according to the applicable provisions of standard spec 650.

B (Vacant)

C Construction

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Set additional construction stakes as necessary to establish location and grade of the retaining wall including points of change in alignment and grade according to the plans. Locate stakes to within 0.05 feet horizontally and establish the grade elevation to within 0.02 feet vertically.

D Measurement

The department will measure Construction Staking Wall Modular Block Gravity by the linear foot, acceptably completed, and measured along the front face of the wall.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Construction Staking Wall Modular Block Gravity Modular Block Gravity	LF

Payment is full compensation for locating and setting all construction stakes and for relocating and resetting damaged or missing construction stakes.

68. Abandon Existing Watermain, Item SPV.0090.02.

A Description

Work under this item includes abandonment of watermain no longer in service, as indicated in the drawings or as directed by the City of Fitchburg according to Section 7 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

B Materials

Provide all materials necessary for completion of this work according to Section 7.2 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

C Construction

Complete all work associated with this item according to Section 7.3 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

D Measurement

The department will measure Abandon Existing Watermain per linear foot of watermain abandoned, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Abandon Existing Watermain	LF

Payment is full compensation for abandonment of existing watermain; for providing and installation of ductile iron plugs and caps, bedding, cover, restraints and blocking for watermain to be abandoned; for excavation, dewatering, backfilling with granular backfill, compaction, bracing, shoring, disposal of surplus excavated material, protection and support of existing utilities and cleanup; and for any other incidentals necessary to complete the bid item.

69. Watermain 6-Inch, Item SPV.0090.03; Watermain 8-Inch, Item SPV.0090.04; Watermain 10-Inch, Item SPV.0090.05; Watermain 12-Inch, Item SPV.0090.06.

A Description

This special provision describes furnishing and installing watermain (size) according to Section 7 of the City of Fitchburg Standard Specification for Public Works Construction – Latest Edition.

B Materials

Furnish materials according to Section 7.2 of the City of Fitchburg Standard Specification for Public Works Construction – Latest Edition.

Provide granular backfill according to Trenching, Backfilling and Compaction for Sanitary Sewer and Watermain.

C Construction

Install watermain according to section 7.3 of the City of Fitchburg Standard Specification for Public Works Construction – Latest Edition.

Remove all abandoned or existing material located in the new watermain alignment.

D Measurement

The department will measure Watermain (Size) in length as linear foot of watermain (size), acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Watermain 6-Inch	LF
SPV.0090.04	Watermain 8-Inch	LF
SPV.0090.05	Watermain 10-Inch	LF
SPV.0090.06	Watermain 12-Inch	LF

Payment is full compensation for providing and installation of Watermain, fittings, bends, tees, appurtenances, bedding, backfill cover restraints, thrust blocking, and polywrap; for furnishing all special connections to existing mains; for excavation; dewatering, backfilling, compaction, bracing and shoring; for removal of all utilities abandoned within the new watermain alignment; for disposal of surplus excavated material, protection and support of existing utilities, chlorination and testing and cleanup; and for any other incidentals necessary to complete the bid item.

70. Copper Water Service 1-Inch, Item SPV.0090.07; Copper Water Service 1.5-Inch, Item SPV.0090.08.

A Description

This special provision describes furnishing and installing copper water service according to Section 7 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

B Materials

Furnish materials according to Section 7.2 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

Provide granular backfill according to Trenching, Backfilling and Compaction for Sanitary Sewer and Watermain.

C Construction

Install copper water service according to section 7.3 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

Remove all abandoned or existing material located in the new copper water service alignment.

D Measurement

The department will measure Copper Water Service, (Size) in length, by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.07	Copper Water Service 1-Inch	LF
SPV.0090.08	Copper Water Service 1.5-Inch	LF

Payment is full compensation for wyes, providing and installation of any copper water service, corporation, curb stop and box, bedding, backfill, cover, support blocks, and location marker; for furnishing all connections to existing services; for excavation, dewatering, backfilling, compaction, bracing and shoring; for removal of all utilities abandoned within the new copper water service alignment; for disposal of surplus excavated material, protection and support of existing utilities, chlorination and testing, curb box adjustments to finished grade, and cleanup; and for any other incidentals necessary to complete the bid item.

71. Watermain Insulation, Item SPV.0090.09.

A Description

This special provision describes furnishing and installing polystyrene insulation to insulate watermains and/or copper water service according to Section 7 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

B Materials

Provide materials according to Section 7.2 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

C Construction

Install watermain insulation according to Section 7.3 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

Provide watermain insulation at locations where there is less than 6.5 feet of cover to finished grade and where watermain crosses vertically within 3 feet of a proposed storm sewer or culvert pipe.

D Measurement

The department will measure Watermain Insulation in length by the linear foot, acceptably completed. Measurement is along the centerline of the installed watermain or copper water service and includes the length through bends and tees.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.09	Watermain Insulation	LF

Payment is full compensation for providing and installation of 4-inch thick by 8 foot by 4 foot sheets of polystyrene at the locations shown on the plans and as directed by the engineer or the City of Fitchburg.

72. Rock Excavation, Watermain, Item SPV.0090.10.

A Description

This special provision describes providing rock excavation according to standard spec 205 and as detailed herein.

B (Vacant)

C Construction

No blasting will be allowed.

Classify rock excavation watermain according to standard spec 205.2.3, except include rock boulders with a volume of a 1/2 cubic yard or more.

If rock, hardpan, or fragmented material is encountered, excavate the trench to a depth of at least 6 inches below the bottom of the pipe, including 6 inches below any bells or joints, and 3 feet greater than the outside diameter of the pipe, 1 1/2 feet on either side.

Place granular material under and around the pipe according to Granular Backfill for Watermain.

Keep the rock excavation dewatered until the pipe joints are secured and the pipes are backfilled.

Dispose of any surplus excavation.

D Measurement

The department will measure Rock Excavation Watermain by the linear foot, acceptably completed, along the centerline of the utility trench where rock excavation is required, regardless of the vertical depth from the top of rock to the bottom of the excavated rock.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.10	Rock Excavation Watermain	LF

Payment is full compensation for furnishing all rock excavation, dewatering and disposal of surplus material. Backfill will be paid separately.

73. Sanitary Sewer Pipe 8-Inch, Item SPV.0090.12.

A Description

This special provision describes furnishing and installing sanitary sewer pipe at the alignment and grades shown on the plan according to Section 8 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

All sections of the sanitary sewer main are required to pass a low pressure air test, mandrel test, and a visual inspection via televising as specified in Section 8 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition. Costs associated with the testing and televising of the gravity sanitary sewer main are included in the contract unit price bid for this item.

B Materials

Furnish materials according to Section 8.2 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

Provide granular backfill according to Trenching, Backfilling and Compaction for Sanitary Sewer and Watermain.

C Construction

Install sanitary sewer pipe and fittings according to section 8.3 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

Maintain the flow of wastewater at all times during installation of the new sanitary sewer pipe and when connecting pipes to the new structure. All bypass pumping, temporary piping, and/or temporary connections, which are required to maintain the flow of wastewater throughout construction, is incidental to this bid item.

Remove all abandoned or existing material located in the new sanitary sewer alignment. Complete testing and televising of new sewer pipes according to Section 8.4 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

D Measurement

The department will measure Sanitary Sewer Pipe, (Size) in length by the linear foot, acceptably completed.

Sanitary Sewer Pipe, (Size) will be measured through sanitary sewer structures, between the center of structures. Sanitary Sewer Pipe (Size) not terminating at a sanitary sewer structure will be measured to the end of pipe. Deductions from the measured length will not be made for wye installations.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.12	Sanitary Sewer Pipe 8-Inch	LF

Payment is full compensation for providing and installation of sanitary sewer pipe, fittings, accessories, bedding, backfill and cover; for furnishing and installing all temporary bypass pumping and connections; for furnishing all connections to existing pipes and structures; for excavation, dewatering, backfilling, compaction, bracing and shoring; for removal of all

utilities abandoned within the sanitary sewer pipe alignment; for disposal of surplus excavated material, protection and support of existing utilities, jetting sanitary sewer pipe, testing, televising and cleanup; and for any other incidentals necessary to complete the bid item.

74. Sanitary Sewer Lateral 4-Inch, Item SPV.0090.13; Sanitary Sewer Lateral 8-Inch, Item SPV.0090.14.

A Description

This work consists of excavating required trenches, connecting the lateral to the mainline pipe, placing bedding material, connecting the new lateral to the existing lateral, providing all required fittings, couplings, and bends, backfilling and compacting the trenches and restoring the work site as provided on the plans.

B Materials

Furnish materials according to Section 8.2 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

Provide granular backfill according to Trenching, Backfilling and Compaction for Sanitary Sewer and Watermain.

Compression coupling connections to the existing sewer laterals in conformance to Standard Detail Drawing 5.3.3, Coupling detail, from the City of Madison Standard Specifications for Public Works Construction - Latest Edition. Compression coupling for PVC pipe to clay pipe connections shall be flexible couplings with a stainless steel shield conforming to the requirements of ASTM D 5926. Gasketed coupling for PVC pipe to PVC pipe connections shall be SDR 26.

C Construction

Install sanitary sewer laterals and fittings according to section 8.3 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

The use of 45-degree bends is not permitted except with connecting to a wye at the sanitary sewer main. Bends of 22.5 degrees or less may be used only if approved by engineer. If allowed, they need to be separated by at least 2 feet of straight pipe. Provide new lateral pipe having equal diameter to existing sanitary sewer lateral pipe.

If laterals indicate reinstatement on the plans, they are to be plugged under the direction of the City of Fitchburg. Use a sonde device to confirm the laterals that are indicated for abandonment are not active.

Couple the junction of a new lateral pipe to an existing lateral pipe as required in the field by the City of Fitchburg. Sawcut the existing main to accommodate a clean joint for the installation of the couplings. Place the coupling as directed by the City of Fitchburg.

Remove all abandoned or existing material located in the new sanitary sewer lateral alignment.

D Measurement

The department will measure Sanitary Sewer Lateral (Size) in length by the linear foot, acceptably completed.

The quantity to be paid will be measured from the connection of the mainline sewer pipe to the connection of the existing sanitary lateral along the centerline of the pipe.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.13	Sanitary Sewer Lateral 4-Inch	LF
SPV.0090.14	Sanitary Sewer Lateral 8-Inch	LF

Payment is full compensation for providing and installation of any sanitary sewer lateral, fittings, accessories, bedding, backfill and cover; for furnishing all connections to existing laterals, sanitary sewer pipes, and structures; for determining the exact location and size of “active” lateral reconnections; for excavation, dewatering, backfilling, compaction, bracing and shoring; for disposal of surplus excavated material, protection and support of existing utilities, testing and cleanup; and for any other incidentals necessary to complete the bid item.

75. Concrete Curb and Gutter 24-Inch, Item SPV.0090.15.

A Description

Perform work according to the applicable provisions of standard spec 601 and as detailed in the plans.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Concrete Curb and Gutter 24-Inch in length by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.15	Concrete Curb and Gutter 24-Inch	LF

Payment is full compensation for furnishing all foundation excavation and preparation; all special construction required at driveway and alley entrances, or curb ramps; for providing all materials, including concrete, expansion joints, and reinforcement tie bars unless specified otherwise; for placing, finishing, protecting, and curing; for sawing joints; and for disposing of surplus excavation material, and restoring the work site.

76. Remove Watermain, Item SPV.0090.16.

A Description

Work under this item includes removal of watermain no longer in service, as shown on the plans or as directed by the City of Fitchburg.

B Materials

Provide all materials necessary for completion of this work.

C Construction

Excavate to the depth of the existing watermain, make an open cut on either end of the watermain to be removed, and remove watermain. If necessary, remaining watermain shall be capped and water-tight. Thrust blocks shall be provided as directed by the City of Fitchburg. Backfill trench with existing material excavated as part of this work and compact.

D Measurement

The department will measure Remove Watermain per linear foot of watermain removed, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.16	Remove Watermain	LF

Payment is full compensation for removal of existing watermain; for providing and installation of ductile iron plugs and caps, bedding, cover, restraints and blocking for watermain to be left in place; for excavation, dewatering, backfilling with granular backfill, compaction, bracing, shoring, for disposal of surplus excavated material, protection and support of existing utilities and cleanup; and for any other incidentals necessary to complete the bid item.

77. Remove Abandoned Sanitary Sewer, Item SPV.0090.19.

A Description

Work under this item includes removal of sanitary sewer no longer in service, according to the plans or as directed by the City of Fitchburg.

B Materials

Provide all materials necessary for completion of this work.

C Construction

Excavate to the depth of the existing sanitary sewer and remove to the extent indicated on the plans. Plug abandoned flow-line and provide water-right seal. Backfill trench with granular material as part of this work and compact.

D Measurement

The department will measure Remove Abandoned Sanitary Sewer by the linear foot of sanitary sewer removed, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.19	Remove Abandoned Sanitary Sewer	LF

Payment is full compensation for removal of existing sanitary sewer; for providing and installation of plugs, dewatering, backfilling with granular backfill, compaction, bracing, shoring, disposal of surplus excavated material, protection and support of existing utilities and cleanup; and for any other incidentals necessary to complete the bid item.

- 78. Storm Sewer Class III-B Perforated 18-Inch with 10-Foot Trench Width, Item SPV.0090.21; 18-Inch with 14-Foot Trench Width, Item SPV.0090.22; 24-Inch with 14-Foot Trench Width, Item SPV.0090.23; 30-Inch with 10-Foot Trench Width, Item SPV.0090.24; 42-Inch with 10-Foot Trench Width, Item SPV.0090.25.**

A Description

Work under this item includes perforated storm sewer conforming to standard spec 608, and the excavation and backfill.

B Materials

Provide all materials necessary for completion of this work according to standard spec 608. Material shall be Class III-B Perforated Polypropylene pipe, sizes as indicated. Concrete pipe will not be permitted. Perforations shall be Class II and conform to AASHTO M252 and M294.

The pipe trench shall be backfilled with granular material according to the depths, widths and locations shown in the plans. Base Aggregate Open Graded shall be used around the pipe as shown on the plans. The pipe trench shall be encased in Geotextile Fabric Type DF Schedule B. Outside of the geotextile fabric shall follow standard spec 608 for the trench and backfill materials.

C Construction

Complete all work associated with this item according to standard spec 608.

Standard spec 608.3.7 - Mandrel testing is required for all polypropylene pipe.

Televising of all storm sewer is required. See Section 6.4 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

The geotextile fabric shall encase the entire sides and top of the open graded stone and overlap on the top at least three feet.

D Measurement

The department will measure Storm Sewer Class III-B Perforated (size) Trench Width (size) per lineal foot installed, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.21	Storm Sewer Class III-B Perforated 18-Inch with 10-Foot Trench Width	LF
SPV.0090.22	Storm Sewer Class III-B Perforated 18-Inch with 14-Foot Trench Width	LF
SPV.0090.23	Storm Sewer Class III-B Perforated 24-Inch with 14-Foot Trench Width	LF
SPV.0090.24	Storm Sewer Class III-B Perforated 30-Inch with 10-Foot Trench Width	LF
SPV.0090.25	Storm Sewer Class III-B Perforated 42-Inch with 10-Foot Trench Width	LF

Payment is full compensation for providing and installation of storm sewer pipe, fittings, accessories, backfill, and cover; for furnishing all connections to existing pipes and structures; for excavation, dewatering, backfilling, compaction, bracing and shoring; for removal of all utilities abandoned within the pipe alignment; for disposal of surplus excavated material, protection and support of existing utilities, testing, televising, final cleaning of storm pipe, and cleanup.

The department will pay separately for Base Aggregate Open Graded and Geotextile Fabric Type DF Schedule B.

79. Construction Staking Shared-Use Path, Item SPV.0090.28.

A Description

Perform work according to the applicable provisions of standard spec 650 and as detailed in the plans.

B (Vacant)

C Construction

Set construction stakes or marks at 50-foot intervals, maximum, and at additional locations as detailed in the plans. Set and maintain stakes as necessary to achieve the required accuracy and to support the method of operations. Set additional construction stakes as necessary to establish location of shared-use path, including points of change in alignment grade and at driveway locations. Locate stakes to within 0.02 feet horizontally and establish the grade elevation to within 0.01 feet vertically.

D Measurement

The department will measure Construction Staking Shared-Use Path by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.28	Construction Staking Shared-Use Path	LF

Payment is full compensation for locating and setting all construction stakes; for relocating and resetting damages or missing construction stakes.

80. Landscape Protection, Item SPV.0090.29.**A Description**

This special provision describes protecting private landscape plants and trees within the Temporary Limited Easement designated to remain in order to help protect the landscape plants from damage.

B (Vacant)**C Construction**

Place a safety fence around landscape plants and trees. Take care to not damage plants and branches. Replace any plants or trees not designated for removal that are determined by the engineer to be excessively damaged by the contractor's operations. The engineer will provide the plant replacement requirements, including type of plant, size, and planting requirements. No compensation will be made to the contractor for replacing any plants damaged by his operations.

To protect the immediate portion of tree root zones, do not park, place or store construction equipment, sand, concrete or any other materials on the surface of any unpaved areas within the driplines (outermost reach of branches) of the trees. Do not deposit chemicals, rinsates, or petroleum products within the driplines of the trees.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.29	Landscape Protection	LF

Payment for Landscape Protection is full compensation for providing and erecting safety fence and posts; for maintaining fence; and for supplying and installing replacement plants for existing plants damaged by the contractor's operations.

The fencing material shall become the property of the contractor when no longer needed in the contract work.

81. Insulate Existing Watermain, Item SPV.0090.30.**A Description**

This special provision describes furnishing and installing polystyrene insulation to insulate existing watermains and/or copper water service that will have reduced cover due to roadway reconstruction. Work under this item includes the excavation and backfilling required to place the insulation.

B Materials

Provide materials according to Section 7.2 of the City of Fitchburg Standard Specifications for Public Works Construction – Latest Edition.

C Construction

Install watermain insulation according to Section 7.3 of the City of Fitchburg Standard Specifications for Public Works Construction - Latest Edition.

Provide watermain insulation at locations where there is less than 6.5 feet of cover to finished grade and where watermain crosses vertically within 3 feet of a proposed storm sewer or culvert pipe.

D Measurement

The department will measure Insulate Existing Watermain Insulation in length by the linear foot, acceptably completed. Measurement is along the centerline of the installed watermain or copper water service and includes the length through bends and tees.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.30	Insulate Existing Watermain	LF

Payment is full compensation for providing and installation of 2-4-inch thick by 8 foot by 4 foot sheets of polystyrene, including all necessary excavation and disposal of materials, providing backfill, backfilling, compacting, and for furnishing all tools, labor, equipment,

and incidentals necessary to complete the contract work at the locations shown on the plans and as directed by the engineer or the City of Fitchburg.

82. Research and Locate Existing Property Monuments, Item SPV.0105.01.

A Description

This special provision describes researching and locating existing property monuments located within permanent easement and temporary easement areas, within the construction limits that may be lost or disturbed by construction operations, as directed by the engineer, and as hereinafter provided.

This provision does not relinquish the contractor of his responsibility under standard spec 107.11.

B (Vacant)

C Construction

Prior to construction, research, locate and document the adjacent property monuments located within permanent easement and temporary easement areas. Tie the located property monuments in with coordinates accurate to 1:3000 and tied to at least two adjacent section corners that will not be disturbed by any project.

Prepare a property monument location map showing the type of monuments originally found with their coordinates. A legible tax map or right-of-way plat is acceptable as a base map for the property monument location map. Provide a copy of the property monument location map to the engineer.

All work under this item is to be performed by, or under the direction of, a land surveyor registered in the State of Wisconsin.

After construction is completed property monument locations will be verified and reset, if necessary, under the item titled " Verify and Replace Existing Property Monuments. "

D Measurement

The department will measure Research and Locate Existing Property Monuments as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Research and Locate Existing Property Monuments	LS

Payment is full compensation for furnishing all research, field survey, locating, and recording of field data necessary to locate and determine coordinates for existing property monuments within the construction limits prior to construction; furnishing a registered land

surveyor; and for preparing, annotating and delivering the property monument location map to the engineer.

83. Verify and Replace Existing Property Monuments, Item SPV.0105.02.

A Description

This special provision describes verifying the location of, and replacing existing property monuments, which were previously located under the item “ Research and Locate Existing Property Monuments” that are determined to be lost or disturbed, as directed by the engineer, and as hereinafter provided.

This provision does not relinquish the contractor of his responsibility under standard spec 107.11.

B Materials

Provide replacement property monuments that are one-inch inside diameter by 24-inch long iron pipe or $\frac{3}{4}$ -inch diameter iron rod or rebar that are 24 inches long in locations outside of pavement areas, a Berntsen Steel Nail Marker for placement in asphalt pavement, or a Berntsen BP1 Brass Marker with anchoring plug for placement in concrete pavement.

C Construction

After construction is completed, verify the location of all property monuments previously located under the item “ Research and Locate Existing Property Monuments. ” Replace or reset as necessary, any property monuments that are lost or disturbed. Prepare a property monument location map showing the type of monuments originally found, and the type of replacement monument used to replace or reset the lost or disturbed monuments, with their coordinates. A legible tax map or right-of-way plat is acceptable as a base map for the property monument location map. The property monument location map is to explicitly state that the replaced or reset monuments are not being certified as an actual property monument, only that evidence of a property monument was found and reset. Provide a copy of the property monument location map to the engineer and the county surveyor.

All work under this item is to be performed by, or under the direction of, a land surveyor registered in the State of Wisconsin.

D Measurement

The department will measure Verify and Replace Existing Property Monuments as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Verify and Replace Existing Property Monuments	LS

Payment is full compensation for furnishing all survey work necessary to verify the location of all property monuments previously located under the item “Research and Locate Existing Property Monuments”; replacing or resetting, as necessary, property monument that are lost or disturbed from their original location; furnishing property monuments; furnishing a registered land surveyor; and for preparing, annotating and delivering the property monument location map.

84. Pedestrian Railing Steel, Item SPV.0105.03.

A Description

This special provision describes constructing concrete foundations and fabricating, galvanizing, painting and installing railing according to standard spec 501, 502, 505, 506, 513 and 517 and the plan details, as directed by the engineer, and as hereinafter provided.

B.1 Materials

B.1.1 Foundations

Concrete for the foundations shall have a minimum compressive strength of 3500 psi. QMP is not required for the concrete foundations.

All reinforcement shall be uncoated.

Embedded pipe shall conform to standard spec 513.

B.1.2 Railing

All materials for railing shall be new stock, free from defects impairing strength, durability and appearance. Railing assemblies shall be galvanized and receive a two-coat paint system. Bubbles, blisters and flaking in the coating will be a basis for rejection.

B.2 Coating System

B.2.1 Galvanizing

After fabrication, blast clean steel railing assemblies per SSPC-SP6 and galvanize according to ASTM A123. Vent holes shall be drilled in members as required to facilitate galvanizing and drainage. Location and size of vent holes are to be shown on the shop drawings. All burrs at component edges, corners and at holes shall be removed and sharp edges chamfered before galvanizing. Condition any thermal cut edges before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer.

Remove all evident steel defects exposed according to AASHTO M 160 prior to blast cleaning. Lumps, projections, globules, or heavy deposits of galvanizing, which will provide surface conditions that when painted, will produce unacceptable aesthetic and/or visual qualities, will not be permitted.

B.2.2 Two-Coat Paint System

After galvanizing, paint all exterior surfaces of steel railing assemblies and inside of rail elements at field erection and expansion joints as hereinafter provided. All galvanized surfaces to be painted shall be cleaned per SSPC-SP1 to remove chlorides, sulfates, zinc

salts, oil, dirt, organic matter and other contaminants. The cleaned surface shall then be brush blast cleaned per SSPC-SP16 to create a slight angular surface profile per manufacturer's recommendation for adhesion of the tie coat. Blasting shall not fracture the galvanized finish or remove any dry film thickness. After cleaning, apply a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface, per manufacturer's recommendations. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat per manufacturer's recommendations, matching the specified color shown on the plans. Use a preapproved top coat that is resistant to the effects of the sun and is suitable for a marine environment. The tie and top coats should be of contrasting colors, and come from the same manufacturer. Ensure that the paint manufacturer reviews the process to be used for surface preparation and application of the paint coating system with the paint applicator. The review shall include a visit to the facility performing the work if requested by the paint manufacturer. Provide written confirmation, from the paint manufacturer to the engineer, that the review has taken place and that issues raised have been addressed before beginning coating work under the contract.

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

B.3 Shop Drawings

Submit shop drawings showing the details of railing construction. Show the railing height post spacing, rail location, weld sizes and locations and all dimensions necessary for the construction of the railing. Show location of shop rail splices, field erection joints and expansion joints. State the name of the paint manufacturer and the product name of the tie coat and top coat used along with the color. State the size and material type used for all components. Also show the size and location of any vent or drainage holes provided.

C Construction

C.1 Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, all materials shall be thoroughly inspected to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. If coating is damaged, obtain approval of the engineer and repair or replace railing assemblies at no additional cost to the owner. Carefully store the material off the ground to ensure proper ventilation and drainage. Exercise care so as not to damage the coated surface during railing installation. No field welding, field cutting or drilling is permitted without the approval of the engineer.

C.2 Touch-up and Repair

For minor damage caused by shipping, handling or installation to coated surfaces, touchup the surface in conformance with the manufacturer's recommendations. If damage is excessive, the railing assembly shall be replaced at no additional cost to the owner. The contractor shall provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

D Measurement

The department will measure Pedestrian Railing Steel as a single lump sum unit of work for all concrete foundations and railing pieces that is satisfactorily furnished and installed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.03	Pedestrian Railing Steel	LS

Payment is full compensation for fabricating, galvanizing, painting, transporting, and installing the railing, including any touch-up and repairs.

85. Construction Staking Watermain, Item SPV.0105.04.**A Description**

Perform work according to the applicable provisions of standard spec 650.

B (Vacant)**C Construction**

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate stakes to within 0.02 feet of the true horizontal position at 50 foot intervals along the watermain, and to establish the grade elevations within 0.01 feet of the true vertical position.

Place additional intermittent stakes as necessary to provide staking information at critical areas such vertical and horizontal bends, tees, valves, hydrants, water services locations. Determine offsets in conjunction with contractor requirements.

Provide cut sheets to the City of Fitchburg and engineer for elevation reference.

D Measurement

The department will measure Construction Staking Watermain as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.04	Construction Staking Watermain	LS

Payment is full compensation for locating and setting all construction stakes and providing cut sheet information; and for relocating and resetting damaged or missing construction stakes.

86. Construction Staking Sanitary Sewer, Item SPV.0105.05.

A Description

Perform work according to the applicable provisions of standard spec 650.

B (Vacant)

C Construction

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Set and maintain a minimum of two construction stakes to establish location and grade of sanitary sewer structures according to the plans and details for sanitary sewer structures. Set and maintain construction stakes to establish location and grade of sanitary sewer main. Provide stakes that establish the horizontal and grade elevation of sanitary main at intervals of 25 feet for a minimum of 100 feet from each structure and at intervals of 50 feet thereafter. Determine offsets in conjunction with contractor requirements. Verify the invert elevations of existing structures which are to remain and be connected. Locate all stakes included in this bid item to within 0.02 feet horizontally and establish the grade elevation to within 0.01 feet vertically.

Place additional intermittent stakes as necessary to provide staking information at critical areas along the sanitary sewer main and lateral locations.

Provide cut sheets to the City of Fitchburg and engineer for elevation reference.

D Measurement

The department will measure Construction Staking Sanitary Sewer as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.05	Construction Staking Sanitary Sewer	LS

Payment is full compensation for locating and setting all construction stakes and providing cut sheet information; and for relocating and resetting damaged or missing construction stakes.

87. Construction Staking Roundabout, Item SPV.0105.06.

A Description

Perform work according to the applicable provisions of standard spec 650.

B (Vacant)

C Construction

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Set additional construction stakes as necessary to establish location and grade of the roundabout including points of change in alignment and grade according to the plans. Locate stakes to within 0.05 feet horizontally and establish the grade elevation to within 0.02 feet vertically.

D Measurement

The department will measure Construction Staking Roundabout as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.06	Construction Staking Roundabout	LS

Payment is full compensation for locating and setting all construction stakes and for relocating and resetting damaged or missing construction stakes.

88. Wall Modular Block Gravity LRFD R-13-315, Item SPV.0165.01.

A Description

This special provision describes designing, furnishing materials and erecting a permanent earth retention system according to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years minimum.

B Materials

B.1 Proprietary Wall Systems

The supplied wall system must be from the department's approved list of Modular Block Gravity Wall systems (Modular Block Gravity Walls). Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The location of the plant manufacturing the facing units shall be furnished to the engineer at least 14 days prior to the project delivery.

The department maintains a list of pre-approved Modular Block Gravity Wall systems. To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid opening date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared according to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance Section in Room 601 of the Hill Farms State Transportation Building in Madison or by calling (608) 266-8494.

B.2 Design Requirements

It is the responsibility of the contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design is in compliance with the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit electronically to the engineer and Bureau of Structures for review and acceptance. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the project identification number and structure number. Design calculations and notes shall be on 8 ½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the Modular Block Gravity Wall shall be in compliance with the *AASHTO LRFD Bridge Design Specifications 6th Edition 2012*, (AASHTO LRFD) with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current *Standard Specifications for Highway and Structure Construction* (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined according to Table 11.5.7-1 LRFD.

Design and construct the walls according to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer.

Walls shall be designed for a minimum live load surcharge of 100 psf according to Chapter 14 of the WisDOT LRFD Bridge Manual or as shown on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations showing Capacity Demand Ratio (CDR) for sliding, eccentricity, and bearing checks is provided by the department and are provided on the wall plans.

The design of the Modular Block Gravity Wall by the contractor shall consider the internal and compound stability of the wall mass according to AASHTO LRFD 11.10.6. Internal stability shall also be considered at each block level. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. The width of the modular block from front face to back face of the wall shall be included in the design computations and shown on the wall shop drawings. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software program used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

Facing units shall be designed according to AASHTO LRFD 11.10.2.3.

The minimum embedment of the wall shall be 1 foot 6 inches, or as given on the contract plan. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad. Additional embedment may be detailed by the contractor, but will not be measured for payment.

The leveling pad shall be as wide as the proposed blocks plus 6-inches, with 6-inches of the leveling pad extending beyond the front face of the blocks.

Wall facing units shall be installed on concrete leveling pads or base aggregate leveling pad. The bottom row of blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad.

The concrete leveling pad shall be as wide as the proposed blocks plus six inches, with six inches of the leveling pad extending beyond the front face of the blocks. The minimum thickness of the leveling pad shall be 6-inches. A concrete leveling pad is required for the following scenarios:

- a. When the wall height measured from the top of the leveling pad to the top of the wall exceeds 5 feet at any point along the entire wall length
- b. A structure number has been assigned (such as R-XX-XXX), regardless of wall height.

A base aggregate leveling pad shall be used when a concrete leveling pad is not required. The base aggregate leveling pad shall be as wide as the blocks plus 12 inches, and the modular blocks shall be centered on the leveling pad. The minimum thickness of the leveling pad shall be 12-inches after compaction. The leveling pad shall be made from base aggregate dense 1¼-inch in conformance with standard spec 305.

B.3 Wall System Components

Materials furnished for wall system components under this contract shall conform to the requirements of this specification. All certifications related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

B.3.1 Wall Facing

Wall facing units shall consist of precast modular concrete blocks. All units shall incorporate a mechanism or devices that develop a mechanical connection between vertical block layers. Units that are cracked, chipped, or have other imperfections according to ASTM C1372, or have excessive efflorescence shall not be used within the wall. A single block type and style shall be used throughout each wall. The color and surface texture of the block shall be as given on the plan or chosen by the engineer.

The top course of facing units shall be a solid precast concrete unit designed to be compatible with the remainder of the wall unless a cast-in-place concrete cap is shown on the plans. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material. A formed cast-in-place concrete cap may also be used to finish the wall. A cap of this type shall be designed to have texture, color, and appearance that complement the remainder of the wall. The vertical dimension of the cap shall not be less than 3½ inches. Expansion joints shall be placed in the cap to correspond with each 24 inch change in vertical wall height and at maximum spacing of 10 feet.

Block dimensions may vary no more than ±1/8 inch from the standard values published by the manufacturer according to ASTM C1372. Blocks must have a minimum depth (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portions of the block is 1¾ inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

Cementitious materials and aggregates for modular blocks shall conform to the requirements of ASTM C1372 Section 4.1 and 4.2. Modular blocks shall meet the following requirements.

Test	Method	Requirement
Compressive Strength (psi)	ASTM C140	5000 min.
Water Absorption (%)	ASTM C140	6 max.
Freeze-Thaw Loss (%) 40 cycles, 5 of 5 samples 50 cycles, 4 of 5 samples	ASTM C1262 ^[1]	1.0 max. ^[2] 1.5 max. ^[2]

[1] Test shall be run using a 3% saline solution.

[2] Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable.

All blocks shall be certified as to strength, absorption, and freeze-thaw requirements unless, due to contract changes after letting, certified blocks are not available when required. At the time of delivery of certified blocks, furnish the engineer a certified test report from a department-approved independent testing laboratory for each lot of modular blocks. The certified test report shall clearly identify the firm conducting the sampling and testing, the type of block, the date sampled, the name of the person who conducted the sampling, the represented lot, the number of blocks in the lot, and the specific test results for each of the stated requirements of this specification. The tests should have been conducted not more than 18 months prior to delivery. A lot shall not exceed 5000 blocks or fraction thereof produced in day. The certified test results will represent all blocks within the lot. Each pallet

of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting certified test reports will be rejected and shall be removed from the project at no expense to the department.

A department-approved independent testing laboratory shall control and conduct all modular block sampling and testing for certification. Prior to sampling, the manufacturer's representative shall identify all pallets of modular blocks contained in each lot. All pallets of blocks within the lot shall be numbered and marked to facilitate random sample selection. The representative of the independent testing laboratory shall identify five pallets of blocks by random numbers and shall then select one block from each of these pallets. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory. All pallets of blocks within a lot shall be strapped or wrapped to secure the contents and tagged or marked for identification. The engineer will reject any pallet of blocks delivered to the project without intact security measures. At no expense to the department, the contractor shall remove all rejected blocks from the project.

The department may conduct testing of certified or non-certified modular blocks lots delivered to the project. The department will not conduct freeze-thaw testing on blocks less than 45 days old. If a random sample of five blocks of any lot tested by the department fails to meet any of the requirements of this specification (nonconforming), the contractor shall remove from the project site all blocks from the failed lot not installed in the finished work at no cost to the department, unless the engineer allows otherwise. Nonconforming blocks installed in the finished work will be considered approved by the department as stated in standard spec 106.5(2) and any adjustment to the contract price will not exceed the price of the blocks charged by the supplier.

Wall facing units may consist of precast modular concrete blocks produced by a wet cast process. The concrete blocks shall have a minimum strength of 4000 psi at 28 days. The concrete for the blocks shall be air entrained, with an air content of 6% +/- 1.5%. All materials for the concrete mixture for the blocks shall meet the requirements of standard spec 501. Wall facing units produced by a wet cast process need not be certified as to absorption and freeze-thaw requirements.

B.3.2 Backfill

Furnish and place backfill for Modular Block Gravity Walls as shown on the plans and as hereinafter provided.

Wall Backfill, Type A, shall comply with the requirements for Coarse Aggregate No. 1 as given in standard spec 501.2.5.4.4. All backfill placed within a zone from the top of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

Backfill placed between retained soil and Type A backfill shall comply with the requirements for Grade 1 Granular Backfill as contained in standard spec 209.2.2. Wall Backfill, Type A, may be used as retained backfill.

B.3.3 Miscellaneous

If plans show sections of cast in place concrete cap or coping, use poured concrete Grade A, A-FA, A-S, A-T, A-IS, A-IP or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

Use a wall leveling pad that consists of poured concrete, Grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class III Concrete.

If pins are used to align modular block facing units, they shall consist of a non-degrading polymer, or hot dipping galvanized steel and be made for the express use with the modular block units supplied, to develop mechanical interlock between facing unit block layers. Connecting pins shall be capable of holding the wall in the proper position during backfilling. Furnish documentation that establishes and substantiates the design life of such devices.

C Construction

C.1 Excavation and Backfill

Excavation and preparation of the foundation for the Modular Block Gravity Wall and the leveling pad shall be according to standard spec 206. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall.

Place backfill materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth. Backfilling shall closely follow erection of each course of wall facing units.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units or other wall components. At no expense to the department, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

Do not operate tracked or wheeled equipment on the backfill within 3 feet from the back face of modular blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

C.2 Compaction

Compact wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the modular blocks.

C.3 Wall Components

Erect wall facing units and other associated elements according to the wall manufacturer's construction guide and to the lines, elevations, batter, and tolerances as shown on the plans. Center the initial layer of facing units on the leveling pad; then level them and properly align them. Fill formed voids or openings in the facing units with wall backfill, Type A. Remove all debris on the top of each layer of facing units, before placing the next layer of facing units.

Install all pins, rods, clips, or other devices used to develop mechanical interlock between facing unit layers according to the manufacturer's directions.

C.4 Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan. After completing wall excavation, notify the department and allow the Regional Soils Engineer two working days to review the foundation.

D Measurement

The department will measure Wall Modular Block Gravity LRFD, R-13-315 by the square foot acceptably completed, measured as the vertical area within the pay limits the contract plans show. Unless the Engineer directs in writing, a change to the limits indicated on the contract plan, wall area constructed above or below these limits will not be measured for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Wall Modular Block Gravity LRFD, R-13-315	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings and leveling pad; constructing the retaining system including drainage system; providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, and for performing compaction testing.

Parapets, railings, and other items above the wall cap or coping will be paid for separately. Vehicle barrier and its support will be paid separately.

Any required topsoil, fertilizer, seeding or sodding and mulch will be paid for at the contract unit price of topsoil, fertilizer, seeding or sodding and mulch, respectively.
(20150824)

89. Shredded Hardwood Bark Mulch, Item SPV.0180.01.

A Description

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

B Materials

Provide Shredded Hardwood Bark Mulch, as shown on plan and according to standard spec 632.2.6.

Shredded Hardwood Bark Mulch shall be finely shredded and shall be the product of a mechanical chipper, hammermill, or tub grinder. The material shall be fibrous and uniformly dark brown in color, free of large wood chunks, and shall be substantially free of mold, dirt, sawdust, and foreign material. No portion of the material shall be in an advanced state of decomposition. The material shall not contain chipped up manufactured boards or chemically treated wood, including but not limited to wafer board, particle board, and chromated copper arsenate (CCA) or penta-treated wood. The material shall contain no bark of the black walnut tree. The material, when air dried, shall all pass a 4-inch screen and no more than 20 percent by mass of the material shall pass a 0.10-inch sieve. Unattached bark or greenleaf composition, either singly or combined, shall not exceed 20 percent each by mass. The maximum length of individual pieces shall not exceed 4 inches.

C Construction

Install mulch according to standard spec 632.3.9 to a depth of 3 inches over entire area of bed.

Do not use any weed barrier fabric in bark mulch areas. Place the Shredded Hardwood Bark Mulch in such a manner as to not damage plants already in place.

D Measurement

The department will measure Shredded Hardwood Bark Mulch by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Shredded Hardwood Bark Mulch	SY

Payment is full compensation for furnishing and installing all materials.

90. Porous Asphalt Pavement, Item SPV.0180.02.

A Description

The work under this item includes furnishing, placing and compacting porous asphalt paving mix in locations indicated on the plans.

B Materials

B.1 Technical Specifications

Mixture shall be composed of polymer modified asphalt, fine aggregates and coarse aggregates.

Use fine and coarse aggregates which conform to the mixture requirements presented below. Recycled materials are acceptable. The final blend shall be according to the contractor supplied, and engineer approved job mix formula.

Asphalt cement shall be polymer modified PG-70-28 and shall conform to the requirements of Section 455 of the Standard Spec. The asphalt shall contain 3-5 pounds of high temperature fibers per ton. The aggregate shall be SMA 9.5mm.

Mixture Requirements

LA Wear (AASHTO T96)	
100 revolutions (max % loss)	13
100 revolutions (max % loss)	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12
Freeze/Thaw (AASHTO T103) (max % loss)	18
Fractured Faces (ASTM 5821) (one face/two face, % by count)	100/90
Flat and Elongated (ASTM D4791) (max %, by weight)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	45
Sand Equivalency (AASHTO T176, min)	50
Air Voids (%V(a) @50 gyrations)	18-20
Dust to Binder Ratio	1.2
Voids in Mineral Aggregate (VMA, % min)	25

Draindown at Production Temperature (ASTM D6390) (%)	0.30
Hydraulic Conductivity (in/hr, min)	100
Asphalt Content (%)	5.8 – 6.0
Asphalt Drain Down 3 @ 15 degrees above mix production temp. (% Max.)	0.3
Tensile Strength Ratio (TSR) (ASTM D7064)	0.80

C Construction

C.1 Proportioning and Mix Design

Submit the name and location of the intended sources of supply for all bituminous pavement products. Asphalt concrete will be accepted only from an approved automated plant equipped with interlocks and printouts meeting the requirements of ASTM D995, and SS405.

Formulate and submit to engineer, a Job Mix Formula (JMF) that satisfies the Mixture Requirements under this specification. State in the submittal the mineral aggregate sources and types, the grade and source of bituminous material used in the mixture, and the type and source of all asphalt modifiers (if used). Plant produced mix must be tested and approved prior to paving. Porous pavement contractor must present documentation of three similar successful porous projects completed in past two years and provide references for those projects.

Submit a complete HMA Mix Design for the proposed mixture to the engineer conforming to this specification. If for any reason a change in production plant, aggregate, asphalt or asphalt modifier occurs or is contemplated, submit a separate JMF for the review of the engineer.

After the review of the JMF, the engineer will authorize initial mix placement. Once production begins, provide the engineer with daily certification that all in place asphalt concrete materials are in substantial conformation with the submitted JMF, the project specifications in the contract and contain the materials as stated in the JMF.

The engineer may at any time, notwithstanding previous sampling and certification, notify and stop the contractor, reject and require the contractor to dispose of any batch of bituminous mix which is rendered unfit for use due to temperature, oxidation, contamination, segregation or incomplete coating of aggregate. Such rejection may be based on visual inspection alone.

C.2 Placement

Contractor shall allow sufficient time for the asphalt placement to set, when the surface temperature of the first lift cools to 100 °F. No work or traffic will be allowed on the initial

surface prior to the placement of the second layer. The contractor shall protect all exposed surfaces that are not to be treated from damage during all phases of the pavement operation.

The asphalt mixture shall be spread and finished with the appropriate equipment. The mixture shall be struck off in a uniform layer to the full width required and of such depth that each course, when compacted, has the required thickness and conforms to the grade and elevation specified. Pavers shall be used to distribute the mixture over the entire width or over such partial width as practical. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the mixture shall be spread and raked by hand tools.

No material shall be produced so late in the day as to prohibit the completion of spreading and compaction of the mixture during daylight hours, unless night paving has been approved and established for the project.

No traffic will be permitted on material placed until the material has been thoroughly compacted and has been permitted to cool to below 100 °F. The use of water to cool the pavement is not permitted. The engineer reserves the right to require that all work adjacent to the pavement, such as guardrail, cleanup, fencing, and turf establishment, is completed prior to placing the surface course when this work could cause damage to the pavement.

C.3 Testing

Testing shall be according to Section 455 of the Standard Spec.

C.4 Compaction

Immediately after the asphalt mixture has been spread, struck off, and surface irregularities adjusted, it shall be thoroughly and uniformly compacted by rolling. The compaction objective is 18% - 20% in place void content.

To prevent adhesion of the mixture to the rollers, rollers shall be kept moist with water or water mixed with very small quantities of detergent or other approved material. Excess liquid will not be permitted.

The speed of the roller shall be slow and uniform to avoid displacement of the mixture, and the roller should be kept in as continuous operation as practical. Finish rolling shall continue below the threshold temperature until all roller marks and ridges have been eliminated.

Rollers shall not be stopped or parked on the freshly placed porous asphalt.

It shall be the responsibility of the contractor to conduct whatever process control the contractor deems necessary. The contractor shall complete a final acceptance test in the presence of the engineer to document the in-place hydraulic conductivity of the completed installation. The test procedure proposed by the contractor must be approved by the engineer prior to the completion of the test.

Any mixture that becomes loose and broken, mixed with dirt, or is in any way defective shall be removed and replaced with fresh hot mixture. The mixture shall be compacted to conform to the surrounding area. Any area showing an excess or deficiency of binder shall be removed and replaced. These replacements shall be at the contractor's expense. Any existing pavement on or adjacent to the site that has been damaged as a result of construction work shall be repaired to the satisfaction of the engineer without additional cost to the Owner.

Porous asphalt surface shall be protected from runoff, dirt, debris, and traffic until surface has been covered with a second lift or has fully cured.

D Measurement

The department will measure Porous Asphalt Pavement by the square yard, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Porous Asphalt Pavement	SY

Payment is full compensation for providing asphaltic mixture design; furnishing, preparing, hauling, mixing and placing all materials, including asphaltic materials and polymer modifier materials; for preparation of foundation, compacting mixture, protecting finished surfaces, and other appurtenant work. Asphalt that is wasted during installation shall be disposed of properly and considered incidental to this item.

91. Preparing Topsoil for Lawn Type Turf, Item SPV.0180.03.

A Description

This special provision describes preparing the bed of topsoil or salvaged topsoil, for seeding or sodding, in areas designated by the engineer where a lawn type turf is desired.

B (Vacant)

C Construction

Prepare and finish the subgrade so that rocks, concrete debris, or wood larger than 3 inches in diameter are not present within 1 foot of the finished surface of the topsoil.

Remove or break down all clods and lumps in the topsoil by using harrows or discs, screening, or other appropriate methods to provide a uniformly textured soil, in which 100 percent of the topsoil passes a one-inch sieve and at least 90 percent passes a No. 10 sieve.

Remove rocks, twigs, clods, and other foreign material that will not break down, and dress the entire surface to present a uniform appearance.

Shape the topsoil so that the horizontal or sloped surface between any two points 10 feet apart does not vary by more than one inch. Roll with a turf type roller, to a uniform minimum compacted depth of 6 inches or as the plans show.

Shape and compact the topsoil adjacent to pavements, sidewalks and curbs to 1 inch below the top of the abutting surface. Before seeding, correct locations that vary by more than 1/4-inch.

D Measurement

The department will measure Preparing Topsoil for Lawn Type Turf, acceptably completed in area by the square yard.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.03	Preparing Topsoil for Lawn Type Turf	SY

Payment is full compensation for preparing the subgrade and topsoil bed for sod or seed as described above.

**ADDITIONAL SPECIAL PROVISION 1 (ASP 1)
FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS)
PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS**

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

TrANS is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor’s needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 6 (number) TrANS Graduate(s) be utilized on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 3 (number) TrANS Apprentice(s) be utilized on this contract.

- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

I. RATIONALE AND SPECIAL NOTE

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

NOTE: *Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.*

II. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

IV. TRANS TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

1. Description

- a. The federal DBE program requirements outlined in the Code of Federal Regulations at 49 CFR Part 26 apply to this Wisconsin Department of Transportation contract. WisDOT is a recipient of federal funds and this contract includes federal funds. United States Department of Transportation Federal DBE Program requires the following provisions:
 - (1) Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE regulations will be considered a material breach of contract. This is non-negotiable. If a contractor fails to carry out the DBE program and Title VI nondiscrimination requirements of its contracts, the following sanctions will be assessed depending upon the facts, reasoning, severity and remedial efforts of the contractor: termination of contract, withholding payment, assessment of monetary sanctions, assessment of liquidated damages and/or suspension/debarment proceedings that may result in the disqualification of the contractor from bidding for a designated period of time.
 - (2) The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the federal fund recipient's [DOT] written consent. Unless [WisDOT] consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
- b. The Wisconsin Department of Transportation [WisDOT] is committed to the compliant administration of the DBE Program. Each WisDOT Secretary affirms this commitment with his/her signed assurance.
<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf>
 - (1) The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
 - i. Produce accurate and complete quotes.
 - ii. Understand highway plans applicable to their work.
 - iii. Understand specifications and contract requirements applicable to their work.
 - iv. Understand contracting reporting requirements.
 - (2) Wisconsin DOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned, specified contract DBE goal by subcontracting work to a DBE or by procuring services or materials from a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
 - (3) For more comprehensive information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:
<http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

2. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

- a. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
- b. **DBE:** A small business certified as disadvantaged business enterprise (DBE) under the federal DBE program and included on the Wisconsin UCP DBE Directory deemed ready, willing and able.
- c. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
- d. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- e. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- f. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

3. DBE Percentage Required at Bid Submission

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

4. WisDOT Interpretation of Federal DBE Program Provision

Prime contractors must utilize the specific DBEs listed to perform the work and/or supply the materials for which each is listed on the Commitment to Subcontract to DBE Form [DT1506] and approved by WisDOT's DBE office to execute its contract. The approved Commitment to Subcontract to DBE Form [DT1506] becomes a contract document/record.

a. Department's DBE Evaluation Process

WisDOT evaluates DBE using the Commitment to Subcontract to DBE, payments to subcontractors and contract documentation. The prime contractor shall list the specific DBE certified firms and items of work s/he intends to use toward the fulfillment of the assigned DBE contract goal. The prime contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved Form DT1506.

b. Documentation Submittal

The contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506]. Effective January 1, 2017, the contractor will be required to submit the documentation within 5 business days after bid opening. All necessary supporting documentation including Attachment 'A' forms and/or Good Faith Efforts Form

[DT1202] must be submitted no later than 2 business days from contractor's initial submission of the DT 1506. The contractor must provide a signed Attachment 'A' form to the DBE office within the time limit in order to receive authorization for contract execution; the DBE office reserves the right accept alternate documentation in lieu of the signed form in extenuating circumstances. Documentation must be submitted to the DBE Office by email at DBE_Alert@dot.wi.gov (DBE_Alert@dot.wi.gov) or by postal mail ATTN: DBE Office, PO Box 7965, Madison, WI 53707-7965.

(1) **Bidder Meets DBE Goal**

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

(2) **Bidder Does Not Meet DBE Goal**

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

c. **Bidder Fails to Submit Documentation**

If the contractor fails to furnish the Commitment to Subcontract to DBE Form [DT1506] within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

5. Department's Criteria for Good Faith Effort

Appendix A of 49 CFR Part 26, is the guiding regulation concerning good faith efforts. However, the federal regulations do not explicitly define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own practices to create a process for making a determination of adequate good faith. WisDOT evaluates good faith on a contract basis just as each contract award is evaluated individually.

The department will only approve a contractor's good faith efforts if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith efforts will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- a. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.

b. Prime Contractors should:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT- approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
- (2) Prime contractors may request assistance with DBE outreach and follow-up by contacting the department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Requesting assistance with outreach is not a decisive factor in the review Good faith effort evaluation. Phone numbers are 414-438-4584 and/or 414-659-0487; Fax: 414-438-5392; E-mail: DOTDBESupportServices@dot.wi.gov.
- (3) Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
 - i. Solicit quotes from certified DBE firms who match 'possible items to subcontract' using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which you are seeking quotes to DOTDBESupportServices@dot.wi.gov.
 - ii. SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
 - (a) Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
 - (b) Solicit quotes at least 10 calendar days prior to the letting date, at least two Fridays before the letting, to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
 - (c) Second solicitation should take place within 5 calendar days. Email and SBN are the preferred delivery of the follow-up solicitation.
 - iii. Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
 - iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit or insurance if requested.
 - v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - (a) Email to all prospective DBE firms in relevant work areas.
 - (b) Phone call log to DBE firms who express interest via written response or call.
 - (c) Fax/letter confirmation
 - (d) Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.

c. Evaluate DBE quotes Documentation is critical if a prime does not utilize the DBE firm's quote for any reason.

- (1) Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area and/or NAICS code listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
- (2) In striving to meet an assigned DBE contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.

- (3) **Special Circumstance** - Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
- i. Compare bid items common to both quotes, noting the reasonableness in the price comparison.
 - ii. Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- d. Immediately after notification of contract award, the prime submits all '**Commitment to Subcontract**' forms to the DBE Office. Prime contractor has 5 days to submit the completed form for the DBE firms it intends to use on the contract for DBE credit. If the goal is not met in full, the prime contractor must provide the following information along with WisDOT form DT1202: Certificate of Good Faith Efforts.
- (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact.
 - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
 - (3) Photocopies or electronic copies of all written solicitations to DBE's. A printed copy of SBN solicitation is acceptable.
 - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
 - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.

The prime contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved Commitment to Subcontract to DBE Form [DT1506]. If the prime contractor utilizes another contractor, including the use of its own workforce, to perform the work assigned to a DBE on the approved DT1506, the prime contractor will not be entitled to payment for that work. Any changes to DBE after the approval of the DT1506 must be reviewed and approved by the DBE office prior to the change.

6. Use of Joint Checks

The use of joint checks is allowable if it is a commonly recognized business practice in the material industry. A joint check is defined as a two-party check between a DBE, a prime contractor and the regular dealer of materials supplier who is neither the prime nor an affiliate of the prime. Typically, the prime contractor issues one check as payor to the DBE subcontractor and to the supplier jointly (to guarantee payment to the supplier) as payment for the material/supplies used by the DBE in cases where the prime has submitted the DBE and material for DBE credit. The DBE subcontractor gains the opportunity to establish a direct contracting relationship with the supplier to potentially facilitate a business rapport that results in a line of credit or increased partnering opportunities.

The cost of material and supplies purchased by the DBE is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE must be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and "paying for the material itself." See 49 CFR 26.55(c)(1).

The approval to use joint checks constitutes a commitment to provide further information to WisDOT, upon request by staff. WisDOT will allow the use of joint checks when the following conditions are met:

- a. The Prime must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
 - (1) Request should be made when the DBE Commitment form or Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
 - (2) Approval/Permission must be granted prior to the issuance of any joint checks.
 - (3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
 - (4) The joint check for supplies must be strictly for the cost of supplies.
- b. DBE subcontractor is responsible to furnish and/or install the material/work item. The DBE subcontractor shall not be an 'extra participant' in the transaction; the DBE's role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor's tasks should include the following.
 - (1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price and delivery of materials;
 - (2) The DBE subcontractor consents to sign/release the check to the supplier by signing the Application to Use Joint Checks after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor,
 - (1) The prime agrees to furnish the check used for the payment of materials/supplies under the contract.
 - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractors negotiated unit price.

7. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith effort submission. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so requested. Failure to appeal within 7 calendar days after receiving the department's written denial notice of a good faith effort evaluation constitutes a forfeiture of the bidder's right of appeal. A contract cannot be executed without documentation that the DBE provisions have been fulfilled.
- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 5 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

8. Department's Criteria for DBE Participation

Directory of DBE firms

- a. The only resource for DBE certified firms certified in the state of Wisconsin is the Wisconsin Unified Certification Program [UCP] DBE List. Wisconsin Department of Transportation maintains a current list of certified DBE firms titled Wisconsin UCP DBE Directory on the website at:
<http://wisconsin.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-267-3849.

9. Counting DBE Participation

Assessing DBE Work

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE certified firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.
- g. It is the prime contractor's responsibility to assess the DBE firm's ability to perform the work for which s/he is committing/contracting the DBE to do. Note that the department encourages the prime contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.

10. Commercially Useful Function

- a. Commercially useful function is evaluated after the contract has been executed, while the DBE certified firm is performing its work items. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- b. The department uses Form DT1011: DBE Commercially Useful Function Review and Certification to evaluate whether the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- c. A DBE is performing a commercially useful function if the following conditions are met:
 - (1) For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
 - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

11. Credit Evaluation for Trucking

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf>

12. Credit Evaluation for Manufacturers, Suppliers, Brokers

The department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The department will count the material and supplies that a DBE provides under the contract for DBE credit based on whether the DBE is a manufacturer, supplier or broker. Generally, DBE crediting measures and evaluates the DBE owner's role, responsibility and contribution to the transaction: maximum DBE credit when the DBE manufactures materials or supplies; DBE credit decreases when the DBE solely supplies material and minimal credit is allotted when the DBE's role is administrative or transactional.

It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

a. Manufacturers

- (1) A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, count **100%** percent of the cost of the materials or supplies toward DBE goals.

b. Regular Dealers of Material and/or Supplies

- (1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
- (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
 - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.

c. Brokers, Transaction Expeditors, Packagers, Manufacturers Representatives

- (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit; however, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives or other persons who arrange or expedite transactions.
- (2) Brokerage fees have historically been calculated as **10%** of the purchase amount.
- (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site.
- (4) The evaluation will review the contract need for the item/service, review the sub-contract or invoice for the item/service, compare the fees customarily allowed for similar services to determine whether they are reasonable.

When DBE suppliers are contracted, additional documentation must accompany the DT1506 and Attachment 'A' forms. An invoice or bill-of-sale that includes the company names of the bidder and the DBE supplier and documentation of the calculations used as the basis for the purchase agreement, subcontract or invoice. *WisDOT recognizes that the amount on the Attachment 'A' form may be more or less than the amount on the invoice.* Please respond to the following questions and submit with your DBE Commitment Form.

1. What is the product or material?
2. Is this item in the prime's inventory or was the item purchased when contract was awarded?
3. Which contract line items were referenced to develop this quote?
4. What is the amount of material or product used on the project?

13. Credit Evaluation for DBE Primes

Wisconsin DOT calculates DBE credit based on the amount and type of work performed by DBE certified firms. If the prime contractor is a DBE certified firm, the department will only count the work that DBE prime contractor performs with its own forces for DBE credit. We will also calculate DBE credit for the work performed by any other DBE certified subcontractor, DBE certified supplier, DBE certified manufacturer on that contract in that DBE's approved work areas/NAICS code. Crediting for manufacturers and suppliers is calculated consistent with paragraph 12 of this document and 49 CFR Part 26.

14. Joint Venture

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

15. Mentor Protégé

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will count for credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit will be evaluated and confirmed by the DBE Office for any contracts on which the mentor protégé team identifies itself to the DBE Office as a current participant of the Mentor Protégé Program.
- c. Refer to WisDOT's Mentor Protégé guidelines for guidance on the number of contracts and amount of DBE credit that can be counted on any WisDOT project.

16. DBE Replacement or Termination

Contractual Requirement

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Department's DBE Office. If the Department does not provide consent to replace or terminate a DBE firm, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Contractor Considerations

- a. A prime contractor cannot terminate and/or replace a DBE subcontractor listed on the approved Commitment to Subcontract to DBE Form [DT1506] without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

- b. If a prime contractor feels it is necessary to replace or terminate a DBE firm that has been approved for DBE credit toward its contract, s/he will be required to provide reasons and documentation to support why the prime cannot fulfill the contractual commitment that it made to the Department regarding the DBE utilization.
- c. Prime contractor is required to make affirmative efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the assigned DBE contract goal.
- d. In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason or is terminated from a contract, the prime contractor is expected to make affirmative efforts to maintain its commitment to the assigned DBE goal.
- e. The DBE firm should communicate with the prime contractor regarding its schedule and capacity in the context of the contract. If the DBE anticipates that it cannot fulfill its subcontract, s/he shall advise the prime contractor and suggest a DBE that may replace their services or provide written consent to be released from its subcontract.
 - (1) Before the prime contractor can request to terminate or substitute a DBE firm; s/he must:
 - i. Make every effort to fulfill the DBE commitment by working with the listed DBE to ensure that they are fully knowledgeable of your expectations for successful performance on the contract. Document these efforts in writing.
 - ii. If those efforts fail, provide written notice to the DBE subcontractor of your *intent* to request to terminate and/or replace the firm including the reason(s) you want to pursue this action.
 - iii. Copy the DBE Office on all correspondence related to changing a DBE firm who has been approved for DBE credit on a contract including the preparation and coordination efforts with the DBE on the contract.
 - iv. Clearly state the amount of time the DBE firm has to remedy and/or respond to your notice of intent to replace/terminate their firm from the contract. The DBE shall be allowed five days to respond, in writing. **EXCEPTION:** The prime contractor must provide a verifiable reason for a response period shorter than five days. For example a WisDOT project manager must verify that waiting 5 days for a DBE performing traffic control work to respond would affect the public safety.
 - v. The DBE subcontractor must forward a written response to the prime contractor and copy the DBE Office. The written response must outline why it objects to the proposed termination of its subcontract and list the reasons that WisDOT should not approve the request for their firm to be replaced or removed from the contract.

The Request to Replace or Terminate a DBE

The prime contractor must provide a written request to replace or terminate a DBE firm that has been approved for DBE credit on a WisDOT contract. The written request can be an email or printed document delivered by email or fax; at minimum, the request must contain the following:

1. Contract ID number.
2. Wisconsin DOT Contract Project Manager name and contact information.
3. DBE name and work type and/or NAICS code.
4. Contract's progress schedule.
5. Reason(s) for requesting that the DBE be replaced or terminated.
6. Attach/include all communication with the DBE to deploy/address/resolve work completion,

WisDOT will review your request and any supporting documentation that you submit to evaluate whether the circumstance and the reasons constitute a good cause for replacing or terminating the DBE that was approved for DBE credit on that contract.

Examples of Good Causes to Replace a DBE according to the federal DBE program guidelines {49 CFR part 26.53}

- The listed DBE subcontractor fails or refuses to execute a written contract.
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- You have determined that the listed DBE subcontractor is not a responsible contractor.
- The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.
- The listed DBE is ineligible to receive DBE credit for the type of work required.
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.

Evaluation and Response to the Request

If WisDOT determines that your reasons comply with the good cause standards; the DBE office will send the prime contractor and the WisDOT project manager an email stating that we concur with the reasons and approve the replacement or termination.

If WisDOT determines that your reasons do not comply with the good cause standards of the federal DBE program, the DBE Office will send the prime contractor an email that includes *the requirement* to utilize the committed DBE, *remedial actions* to support the completion of the contractual commitment, a list of available WisDOT support services *and administrative remedies that may be invoked* for failure to comply with federal DBE guidelines for DBE replacement.

The Wisconsin Department of transportation contact for all actions related to replacing a DBE is the DBE Program Chief and/or the DBE Program Engineer which can be reached at DBE_Alert@dot.wi.gov or by calling 608-267-3849.

17. DBE Utilization beyond the approved DBE Commitment Form DT1506

If the Prime/subcontractor increases the scope of work for a participating DBE or adds a DBE subcontractor that was not on the approved Form DT1506 at any time after contract award, s/he should follow these steps so that the participation can be accurately credited toward the DBE goal.

- a. Send an email to the DBE Engineer at DBE_Alert@dot.wi.gov describing the work to be performed by the new DBE including the proposed schedule or duration, DBE name and contact information. You may also call the DBE Engineer at 414-659-0487 to notify him of the change verbally.
If the scope change added work for a participating DBE; list the date and reason for the scope change.
- b. Forward a complete, signed Attachment 'A' form to the DBE Office at DBE_Alert@dot.wi.gov. A complete Attachment A includes DBE contact information, signature, subcontract value and proper description of the work areas to be performed by the DBE.
The DBE office will confirm the DBE participation and revise the DT1506 based on the email/discussion and attach the new/revised Attachment A to the Contract record/documentation.

18. Contract Modifications

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

19. Payment

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

APPENDIX A

Sample Contractor Solicitation Letter Page 1

This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

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

Prime Contractor 's Contact Person

DBE Contractor Contact Person

Phone: _____

Fax: _____

Email: _____

Phone: _____

Fax: _____

Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

APPENDIX B

BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

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

Primes

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

DBE

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

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

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

APPENDIX D

Good Faith Effort Evaluation Guidance

Excerpt from Appendix A of 49 CFR Part 26

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

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

contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Appendix E

Small Business Network [SBN] Overview

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

Within the Small Business Network, **Prime Contractors** can:

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

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

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

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Release of Routine Retainage

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

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

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

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

ADDITIONAL SPECIAL PROVISION 6
ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

440.3.5.2 Corrective Actions for Localized Roughness

Replace paragraph two with the following effective with the September 2016 letting:

- (2) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without physically riding that work. The engineer will not direct corrective action on bridges without authorization from the department's bureau of structures.
-

450.3.1.1.4 Recording Truck Loads

Replace the entire text with the following effective with the December 2016 letting:

- (1) If not using automatic batch recording, install a digital recorder as part of the platform truck or storage silo scales. Ensure that the recorder can produce a printed digital record of at least the gross or net weights of delivery trucks. Provide gross, tare, net weights, load count, and the cumulative tonnage; the date, time, ticket number, WisDOT project ID, and mix 250 number; and the mix type including the traffic, binder, and mix designation codes specified in 460.3.1. Ensure that scales cannot be manually manipulated during the printing process. Provide an interlock to prevent printing until the scales come to rest. Size the scales and recorder to accurately weigh the heaviest loaded trucks or tractor-trailers hauling asphaltic mixture. Ensure that recorded weights are accurate to within 0.1 percent of the nominal capacity of the scale.
 - (2) Ensure that tickets identify additives not included in the mix design submittal. Indicate on the ticket if the mixture will be placed under a cold weather paving plan and identify the warm mix additive and dosage rate required under 450.3.2.1.2.2.
-

455.3.2.1 General

Replace paragraph one with the following effective with the December 2016 letting:

- (1) Apply tack coat only when the air temperature is 32 F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is reasonably free of loose dirt, dust, or other foreign matter. Do not apply to surfaces with standing water. Do not apply if weather or surface conditions are unfavorable or before impending rains.
-

460.2.1 General

Replace the entire text with the following effective with the December 2016 letting:

- (1) Furnish a homogeneous mixture of coarse aggregate, fine aggregate, mineral filler if required, SMA stabilizer if required, recycled material if used, warm mix asphalt additive or process if used, and asphaltic material. Design mixtures conforming to table 460-1 and table 460-2 to 4.0% air voids to establish the aggregate structure.
- (2) Determine the target JMF asphalt binder content for production from the mix design data corresponding to 3.0% air voids (97% Gmm) target at the design the number of gyrations (Ndes). Add liquid asphalt to achieve the required air voids at Ndes.
- (3) For SMA, determine the target JMF asphalt binder content for production from the mix design data corresponding to 4.0% air voids (96% Gmm) target at Ndes.

460.2.8.2.1.5 Control Limits

Replace paragraph one with the following effective with the December 2016 letting:

- (1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
75-μm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent ^[1]	+1.3/-1.0	+1.0/-0.7
VMA in percent ^[2]	- 0.5	- 0.2

^[1] For SMA, JMF limits are +/-1.3 and warning limits are +/-1.0.

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

460.2.8.2.1.6 Job Mix Formula Adjustment

Replace paragraph one with the following effective with the December 2016 letting:

- (1) The contractor may request adjustment of the JMF according to CMM 8-36.6.13.1. Have an HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have a certified Hot Mix Asphalt, Mix Design, Report Submittals technician review the proposed adjustment and, if acceptable, issue a revised JMF.

460.2.8.3.1.6 Acceptable Verification Parameters

Replace paragraph one with the following effective with the December 2016 letting:

- (1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:
- Va is within a range of 2.0 to 4.3 percent. For SMA, Va is within a range of 2.7 to 5.3 percent.
 - VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.

460.3.3.1 Minimum Required Density

Replace paragraph one with the following effective with the December 2016 letting:

- (1) Compact all layers of HMA mixture to the density table 460-3 shows for the applicable mixture, location, and layer.

TABLE 460-3 MINIMUM REQUIRED DENSITY^[1]

LOCATION	LAYER	PERCENT OF TARGET MAXIMUM DENSITY		
		MIXTURE TYPE		
		LT and MT	HT	SMA ^[5]
TRAFFIC LANES ^[2]	LOWER	93.0 ^[3]	93.0 ^[4]	—
	UPPER	93.0	93.0	—
SIDE ROADS, CROSSOVERS, TURN LANES, & RAMPS	LOWER	93.0 ^[3]	93.0 ^[4]	—
	UPPER	93.0	93.0	—
SHOULDERS & APPURTENANCES	LOWER	91.0	91.0	—
	UPPER	92.0	92.0	—

^[1] The table values are for average lot density. If any individual density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer may investigate the acceptability of that material.

^[2] Includes parking lanes as determined by the engineer.

^[3] Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

^[4] Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

^[5] The minimum required densities for SMA mixtures are determined according to CMM 8-15.

460.5.2.1 General

Replace paragraph six with the following effective with the December 2016 letting:

- (6) If during a QV dispute resolution investigation the department discovers mixture with $1.5 > V_a > 5.0$ or VMA more than 1.0 below the minimum allowed in table 460-1, and the engineer allows that mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

460.5.2.3 Incentive for HMA Pavement Density

Replace paragraph one with the following effective with the December 2016 letting:

- (1) If the lot density is greater than the minimum specified in table 460-3 and all individual air voids test results for that mixture placed during the same day are within 2.5 - 4.0 percent, the department will adjust pay for that lot as follows:

INCENTIVE PAY ADJUSTMENT FOR HMA PAVEMENT DENSITY^[1]

PERCENT LOT DENSITY ABOVE SPECIFIED MINIMUM	PAY ADJUSTMENT PER TON ^[2]
From -0.4 to 1.0 inclusive	\$0
From 1.1 to 1.8 inclusive	\$0.40
More than 1.8	\$0.80

^[1] SMA pavements are not eligible for density incentive.

^[2] The department will prorate the pay adjustment for a partial lot.

501.2.6 Fly Ash

Replace the entire subsection with the following effective with the December 2016 letting:

501.2.6.1 General

- (1) Fly ash is defined as a finely divided residue resulting from the combustion of coal in a base loaded electric generating plant, transported from the boiler by flue gases, and later collected, generally by precipitators. Use fly ash in concrete manufactured by facilities and processes known to provide satisfactory material.
- (2) Test fly ash using a recognized laboratory, as defined in 501.2.2(1), starting at least 30 days before its proposed use, and continuing at ASTM-required frequencies as the work progresses. The manufacturer shall test the chemical and physical properties listed in tables 1 and 2 of ASTM C618 at the frequencies and by the test methods prescribed in ASTM C311.
- (3) Use only one source of fly ash for a bid item of work under the contract, unless the engineer directs or allows otherwise in writing.
- (4) Prequalify any proposed fly ash source as follows: The contractor shall obtain a copy of the certified report of tests or analysis made by a qualified independent laboratory, recognized by the department under 501.2.2, showing full and complete compliance with the above specification from the fly ash manufacturer and furnish it to the engineer. Provide this report to the engineer at least 14 calendar days before using the fly ash.
- (5) The manufacturer shall retain test records for at least 5 years after completing the work, and provide these records upon request.

501.2.6.2 Class C Ash

- (1) Conform to ASTM C618 class C except limit the loss on ignition to a maximum of 2 percent.

501.2.6.3 Class F Ash

- (2) Furnish a class F fly ash from a source listed on the department's approved product list, and conform to ASTM C618 class F except limit the loss on ignition to a maximum of 2 percent.

502.3.7.8 Floors

Replace paragraph sixteen with the following effective with the September 2016 letting:

- (16) The finished bridge floor shall conform to the surface test specified in 415.3.10. The engineer will not direct corrective grinding without authorization from the department's bureau of structures.

503.3.2.1.1 Tolerances

Increase the "length of beam" max tolerance for prestressed concrete I-type girders from 3/4" to 1 1/2" effective with the December 2016 letting:

PRESTRESSED CONCRETE I-TYPE GIRDERS

Length of beam..... +/- 1/8" per 10', up to a max of +/- 1 1/2"

517.3.1.7.3 Epoxy System Intermediate and Protective Coats

Replace paragraph one with the following effective with the December 2016 letting:

- (1) Mask the faying surfaces of bolted field splices and the top of the top flanges where welding the stud shear connectors during coat application. On all other areas including the outside surfaces of splice plates, ensure that the dry film thickness conforms to the following:
 1. For the white intermediate coat, 3.5 mils to 8 mils.
 2. For the protective coat, sufficient thickness to provide a uniform color and appearance but not less than 3 mil or more than 6 mils.

Errata

Make the following corrections to the standard specifications:

Throughout the contract:

Update all references to the construction rental rate "Blue Book" to reference "EquipmentWatch" rates.

105.13.4 Content of Claim

- (1) Include the following 5 items in the claim.
 1. A concise description of the claim.
 2. A clear contractual basis for the claim. This should include reference to 104.2 on revisions to the contract and as appropriate, specific reference to contract language regarding the bid items in question.
 3. Other facts the contractor relies on to support the claim.
 4. A concise statement of the circumstances surrounding the claim and reasons why the department should pay the claim. Explain how the claimed work is a change to the contract work.
 5. A complete breakdown of the costs used to compile the claim. Include copies of all EquipmentWatch equipment rental rate sheets used, with the applicable number highlighted.

109.4.5.5.1 General

- (2) The department will pay for use of contractor-owned equipment the engineer approves for force account work at published rates. The department will pay the contractor expense rates, as modified in 109.4.5.5, given in EquipmentWatch Cost Recovery (formerly Rental Rate Blue Book) . Base all rates on revisions effective on January 1 for all equipment used in that calendar year.

<http://equipmentwatch.com/estimator/>

109.4.5.5.2 Hourly Equipment Expense Rates (Without Operators)

- (1) The contractor shall determine, and the department will confirm, hourly equipment expense rates as follows:

$$\text{HEER} = [\text{RAF} \times \text{ARA} \times (\text{R}/176)] + \text{HOC}$$

Where:

HEER = Hourly equipment expense rate.
 RAF = EquipmentWatch regional adjustment factor.
 ARA = EquipmentWatch age rate adjustment factor.
 R = Current EquipmentWatch monthly rate.
 HOC = EquipmentWatch estimated hourly operating cost.

- (2) The EquipmentWatch hourly operating cost represents all costs of equipment operation, including fuel and oil, lubrication, field repairs, tires, expendable parts, and supplies.

109.4.5.5.3 Hourly Equipment Stand-By Rate

- (1) For equipment that is in operational condition and is standing-by with the engineer's approval, the contractor shall determine, and the department will confirm, the hourly stand-by rate as follows:

$$\text{HSBR} = \text{RAF} \times \text{ARA} \times (\text{R}/176) \times (1/2)$$

Where:

HSBR = Hourly stand-by rate.
 RAF = EquipmentWatch regional adjustment factor.
 ARA = EquipmentWatch age rate adjustment factor.
 R = Current EquipmentWatch monthly rate.

- (2) The department will limit payment for stand-by to 10 hours or less per day up to 40 hours per week. The department will not pay the contractor for equipment that is inoperable due to breakdown. The department will not pay for idle equipment if the contractor suspends work or if the contractor is maintaining or repairing the equipment.

109.4.5.5.4 Hourly Outside-Rented Equipment Rate

- (1) If the contractor rents or leases equipment from a third party for force account work, the contractor shall determine, and the department will confirm, the hourly outside-rented equipment rate as follows:

$$\text{HORER} = \text{HRI} + \text{HOC}$$

Where:

HORER = Hourly outside-rented equipment rate

HRI = Hourly rental invoice costs prorated for the actual number of hours that rented equipment is operated solely on force account work

HOC = EquipmentWatch hourly operating cost.

109.2 Scope of Payment

Correct errata to clarify that work under the contract is included in payment unless specifically excluded.

- (2) The department will pay for the quantity of work acceptably completed and measured for payment as the measurement subsection for each bid item specifies. Within the contract provide means to furnish and install the work complete and in-place. Payment is full compensation for everything required to perform the work under the contract including, but not limited to, the work elements listed in the payment subsection. Payment also includes all of the following not specifically excluded in that payment subsection:
1. Furnishing and installing all materials as well as furnishing the labor, tools, supplies, equipment, and incidentals necessary to perform the work.
 2. All losses or damages, except as specified in 107.14, arising from one or more of the following:
 - The nature of the work.
 - The action of the elements.
 - Unforeseen difficulties encountered during prosecution of the work.
 3. All insurance costs, expenses, and risks connected with the prosecution of the work.
 4. All expenses incurred because of an engineer-ordered suspension, except as specified in 104.2.2.3.
 5. All infringements of patents, trademarks, or copyrights.
 6. All other expenses incurred to complete and protect the work under the contract.

204.3.2.2.1 General

Correct errata by removing the reference to 490 which was deleted effective with the 2017 spec.

- (1) Under the Removing Pavement bid item, remove concrete pavements, concrete alleys, concrete driveways, or rigid base including all surfaces or other pavements superimposed on them.

657.2.2.1.1 General

Correct errata by eliminating the reference to department provided arms in the last sentence.

- (1) Furnish shop drawings as specified in 506.3.2, except submit 5 copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the outside diameters of the pole at the butt, top, and splice locations the plans show. Show the width, depth, length, and thickness of all material, and list pertinent ASTM specification designations and metal alloy designations together with the tensile strength of metallic members. Provide tightening procedures for arm-to-pole connections on the shop drawings.

657.2.2.1.4 Poles Designed Under Legacy Standards

Correct errata by deleting the entire subsection to eliminate redundant language.

657.2.2.2 Trombone Arms

Correct errata by changing the reference from 657.2.2.1.3 to 657.2.2.1.2.

- (1) Design aluminum trombone arms as specified in 657.2.2.1.2 based on the completed maximum loading configuration the plans show. Furnish shop drawings conforming to 657.2.2.1.1 that show the width, depth, length, and thickness of all members. Also list the ASTM alloy designation and strength of each aluminum member on the shop drawings.

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>

(2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Tess Mulrooney at 608-267-4489 to schedule the training.

(4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator send several sample electronic files to Tess two months before a payroll needs to be submitted. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Non-discrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective August 2015 letting

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

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

<http://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc>

Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses*. “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses*. “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Effective with February 2017 Letting

**WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF
TRANSPORTATION AND SYSTEM DEVELOPMENT**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I.** Prevailing Wage Rates, Hours of Labor, and Payment of Wages
- II.** Payroll Requirements
- III.** Postings at the Site of the Work
- IV.** Wage Rate Distribution
- V.** Additional Classifications

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

The U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) attached hereto and made a part hereof furnishes the prevailing wage rates pursuant to Section 84.062 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 84.062, Stats. Apprentices shall be paid at rates not less than those prescribed in their apprenticeship contract.

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

Pursuant to Section 16.856 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly base rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half:

January 1

Last Monday in May

July 4

First Monday in September

Fourth Thursday in November

December 25

The day before if January 1, July 4 or December 25 falls on a Saturday, and

The day following if January 1, July 4 or December 25 falls on a Sunday.

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

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 84.062 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

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

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 84.062 of the Wisconsin Statutes.
- b. A copy of the U.S. Department of Labor (Davis-Bacon, Minimum Wage Rates).
- c. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. WAGE RATE REDISTRIBUTION

A contractor or subcontractor performing work subject to a Davis-Bacon wage determination may discharge its minimum wage obligations for the payment of both straight time wages and fringe benefits by (1) paying both in cash, (2) making payments or incurring costs for bona fide fringe benefits, or (3) by a combination thereof. Thus, under the Davis-Bacon a contractor may offset an amount of monetary wages paid in excess of the minimum wage required under the determination to satisfy its fringe benefit obligations. See 40 USC 3142(d) and 29 CFR 5.31.

V. ADDITIONAL CLASSIFICATIONS

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5(a)(1)(ii)). The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.

The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- b. The classification is utilized in the area by the construction industry; and
- c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

General Decision Number: WI170010 02/03/2017 WI10

Superseded General Decision Number: WI20160010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017

BRWI0001-002 06/01/2016

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.84	20.95

BRWI0002-002 06/01/2016

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.04	19.70

BRWI0002-005 06/01/2016

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,

FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,
SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,
WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.07	20.51

BRWI0003-002 06/01/2016		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57

BRWI0004-002 06/01/2016		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.59	21.49

BRWI0006-002 06/01/2016		

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.04	19.75

BRWI0007-002 06/01/2016		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.54	20.95

BRWI0008-002 06/01/2016		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.98	20.62

BRWI0011-002 06/01/2016		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57

BRWI0019-002 06/01/2015		

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.36	16.51

BRWI0034-002 06/01/2015		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.86	17.22

CARP0087-001 07/01/2012		

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 33.34	16.73

CARP0252-002 07/02/2012		

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO,
BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA,
CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except
area bordering Michigan State Line), FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON,
JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE,
MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E.
of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE,
PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN,
ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS,
WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

Rates	Fringes
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CARPENTER

CARPENTER.....	\$ 30.48	15.80
MILLWRIGHT.....	\$ 32.11	15.80
PILEDRIVER.....	\$ 30.98	15.80

CARP0252-010 07/02/2012

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 30.48	15.80
Millwright.....	\$ 32.11	15.80
Pile Driver.....	\$ 30.98	15.80

CARP0264-003 06/01/2008

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 30.52	14.41

* CARP0361-004 05/01/2016

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 34.57	18.16

CARP2337-001 06/01/2008

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 27.25	19.46
Zone B.....	\$ 24.47	19.46

ELEC0014-002 05/30/2016

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN

COUNTIES

	Rates	Fringes
Electricians:.....	\$ 32.00	19.28

ELEC0014-007 05/30/2016		

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer Installer/Technician.....	\$ 24.35	13.15
Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).		

ELEC0127-002 06/01/2016		

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 37.71	30%+10.02

ELEC0158-002 05/30/2016		

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
Electricians:.....	\$ 30.50	29.50% + 9.57

ELEC0159-003 05/30/2016		

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.50	20.39

ELEC0219-004 06/01/2015		

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000.....	\$ 31.16	18.34
Electrical contracts under		
\$180,000.....	\$ 28.96	18.26

ELEC0242-005 05/29/2016		

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 34.92	25.05

ELEC0388-002 06/01/2013		

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 28.96	24.85% + 9.70

ELEC0430-002 06/01/2016		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 36.07	21.84

ELEC0494-005 06/01/2016		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.01	24.00

ELEC0494-006 06/01/2014

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 29.64	20.54

ELEC0494-013 06/01/2015

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 16.47	14.84
Technician.....	\$ 26.00	17.70

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 05/30/2016

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

COUNTIES

	Rates	Fringes
Electricians:.....	\$ 30.68	17.28

ELEC0890-003 06/01/2016		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,
RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 32.45	26.10% + \$10.56

ELEC0953-001 07/01/2015		

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 42.14	32% + 5.00
(2) Heavy Equipment Operator.....	\$ 40.03	32% + 5.00
(3) Equipment Operator.....	\$ 33.71	32% + 5.00
(4) Heavy Groundman Driver..	\$ 26.78	14.11
(5) Light Groundman Driver..	\$ 24.86	13.45
(6) Groundsman.....	\$ 23.18	32% + 5.00

ENGI0139-005 06/01/2016		

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 39.27	21.80
Group 2.....	\$ 38.77	21.80
Group 3.....	\$ 38.27	21.80
Group 4.....	\$ 38.01	21.80
Group 5.....	\$ 37.72	21.80
Group 6.....	\$ 31.82	21.80

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" protection - \$3.00 per hour
EPA Level "B" protection - \$2.00 per hour
EPA Level "C" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without
attachments with a lifting capacity of over 100 tons; or
cranes, tower cranes, and derricks with boom, leads and/or
jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender.

GROUP 6: Off-road material hauler with or without ejector.

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO
COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 30.86	25.42

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUCKEE, RACINE, WALWORTH (N.E. 2/3),
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.15	25.42

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2015

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST,
GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA,
JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON,
MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern
area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA,
WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.85	21.84

IRON0498-005 06/01/2008

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 34.34	25.72

IRON0512-008 05/01/2015

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.50	23.45

IRON0512-021 05/01/2015		

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.04	23.45

LAB00113-002 06/01/2016		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 27.51	20.35
Group 2.....	\$ 27.66	20.35
Group 3.....	\$ 27.86	20.35
Group 4.....	\$ 28.01	20.35
Group 5.....	\$ 28.16	20.35
Group 6.....	\$ 24.00	20.35

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 06/01/2016

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.76	20.35
Group 2.....	\$ 26.86	20.35
Group 3.....	\$ 26.91	20.35
Group 4.....	\$ 27.11	20.35
Group 5.....	\$ 26.96	20.35
Group 6.....	\$ 23.85	20.35

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/01/2016

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.57	20.35
Group 2.....	\$ 26.72	20.35
Group 3.....	\$ 26.92	20.35
Group 4.....	\$ 26.89	20.35
Group 5.....	\$ 27.22	20.35

Group 6.....\$ 23.71 20.35

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/01/2016

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.67	16.55
Group 2.....	\$ 30.77	16.55
Group 3.....	\$ 30.82	16.55
Group 4.....	\$ 31.02	16.55
Group 5.....	\$ 30.87	16.55
Group 6.....	\$ 27.30	16.55

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;

Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/01/2016

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.95	16.41
Group 2.....	\$ 31.05	16.41
Group 3.....	\$ 31.10	16.41
Group 4.....	\$ 31.30	16.41
Group 5.....	\$ 31.15	16.41
Group 6.....	\$ 27.30	16.41

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

* PAIN0106-008 05/02/2016

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 29.86	16.35
Spray, Sandblast, Steel....	\$ 30.46	16.35
Repaint:		
Brush, Roller.....	\$ 28.36	16.35
Spray, Sandblast, Steel....	\$ 28.96	16.35

PAIN0108-002 06/01/2016

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 32.74	18.70
Spray & Sandblast.....	\$ 33.74	18.70

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,
SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2016

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 30.42	22.19
Brush.....	\$ 30.07	22.19
Spray & Sandblast.....	\$ 30.82	22.19

PAIN0802-002 06/01/2016

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 27.50	17.72

PREMIUM PAY:
Structural Steel, Spray, Bridges = \$1.00 additional per
hour.

PAIN0802-003 06/01/2016

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.39	11.72

PAIN0934-001 06/01/2016

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 32.74	18.70
Spray.....	\$ 33.74	18.70
Structural Steel.....	\$ 32.89	18.70

PAIN1011-002 06/01/2016

FLORENCE COUNTY

	Rates	Fringes
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Painters:.....\$ 24.56 11.93

PLAS0599-010 06/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN
COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET,
CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE,
FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE,
LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE,
MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK,
PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR,
VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA
CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND
VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK
COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2016

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 26.63	19.85
3 or more Axles; Euclids Dumptor & Articulated, Truck Mechanic.....	\$ 26.78	19.85

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the

most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

FEBRUARY 1999

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.



Proposal Schedule of Items

Page 1 of 17

Proposal ID: 20170314011 Project(s): 5849-00-11, 5849-00-12

Federal ID(s): WISC 2017100, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0010	201.0105 Clearing	38.000 STA	_____.	_____.
0020	201.0205 Grubbing	38.000 STA	_____.	_____.
0030	203.0100 Removing Small Pipe Culverts	28.000 EACH	_____.	_____.
0040	204.0100 Removing Pavement	331.000 SY	_____.	_____.
0050	204.0120 Removing Asphaltic Surface Milling	496.000 SY	_____.	_____.
0060	204.0150 Removing Curb & Gutter	2,132.000 LF	_____.	_____.
0070	204.0155 Removing Concrete Sidewalk	240.000 SY	_____.	_____.
0080	204.0165 Removing Guardrail	290.000 LF	_____.	_____.
0090	204.0210 Removing Manholes	1.000 EACH	_____.	_____.
0100	204.0220 Removing Inlets	3.000 EACH	_____.	_____.
0110	204.0245 Removing Storm Sewer (size) 01.12-Inch	267.000 LF	_____.	_____.
0120	204.0245 Removing Storm Sewer (size) 02. 15-Inch	36.000 LF	_____.	_____.
0130	204.0245 Removing Storm Sewer (size) 03. 24-Inch	11.000 LF	_____.	_____.
0140	204.9105.S Removing (item description) 01. Boulder Retaining Wall	LS	LUMP SUM	_____.
0150	205.0100 Excavation Common	26,523.000 CY	_____.	_____.
0160	209.2100 Backfill Granular Grade 2	60.000 CY	_____.	_____.



Proposal Schedule of Items

Page 2 of 17

Proposal ID: 20170314011 Project(s): 5849-00-11, 5849-00-12

Federal ID(s): WISC 2017100, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0170	213.0100 Finishing Roadway (project) 01. 5849-00-11	1.000 EACH	_____.	_____.
0180	305.0110 Base Aggregate Dense 3/4-Inch	79.000 TON	_____.	_____.
0190	305.0120 Base Aggregate Dense 1 1/4-Inch	28,888.000 TON	_____.	_____.
0200	310.0110 Base Aggregate Open-Graded	15,891.000 TON	_____.	_____.
0210	312.0110 Select Crushed Material	3,409.000 TON	_____.	_____.
0220	405.0100 Coloring Concrete WisDOT Red	286.000 CY	_____.	_____.
0230	405.1000 Stamping Colored Concrete	48.000 CY	_____.	_____.
0240	415.0080 Concrete Pavement 8-Inch	45.000 SY	_____.	_____.
0250	416.0270 Concrete Driveway HES 7-Inch	796.000 SY	_____.	_____.
0260	416.0512 Concrete Truck Apron 12-Inch	237.000 SY	_____.	_____.
0270	440.4410 Incentive IRI Ride	5,000.000 DOL	1.00000	5,000.00
0280	455.0605 Tack Coat	2,124.000 GAL	_____.	_____.
0290	460.2000 Incentive Density HMA Pavement	5,440.000 DOL	1.00000	5,440.00
0300	460.5223 HMA Pavement 3 LT 58-28 S	5,098.000 TON	_____.	_____.
0310	460.5224 HMA Pavement 4 LT 58-28 S	3,395.000 TON	_____.	_____.
0320	465.0105 Asphaltic Surface	864.000 TON	_____.	_____.



Proposal Schedule of Items

Page 3 of 17

Proposal ID: 20170314011 Project(s): 5849-00-11, 5849-00-12

Federal ID(s): WISC 2017100, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0330	465.0120 Asphaltic Surface Driveways and Field Entrances	155.000 TON	_____.	_____.
0340	465.0315 Asphaltic Flumes	11.000 SY	_____.	_____.
0350	513.8016 Railing Steel Pedestrian Type C3 (structure) 01. R-13-315	202.000 LF	_____.	_____.
0360	517.1010.S Concrete Staining (structure) 01. R-13-315	810.000 SF	_____.	_____.
0370	520.8000 Concrete Collars for Pipe	3.000 EACH	_____.	_____.
0380	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1.000 EACH	_____.	_____.
0390	522.1042 Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch	1.000 EACH	_____.	_____.
0400	601.0105 Concrete Curb Type A	78.000 LF	_____.	_____.
0410	601.0205 Concrete Gutter 24-Inch	789.000 LF	_____.	_____.
0420	601.0405 Concrete Curb & Gutter 18-Inch Type A	182.000 LF	_____.	_____.
0430	601.0582 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type T	264.000 LF	_____.	_____.
0440	602.0410 Concrete Sidewalk 5-Inch	9,152.000 SF	_____.	_____.
0450	602.0515 Curb Ramp Detectable Warning Field Natural Patina	724.000 SF	_____.	_____.
0460	606.0300 Riprap Heavy	53.000 CY	_____.	_____.
0470	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	842.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20170314011 Project(s): 5849-00-11, 5849-00-12

Federal ID(s): WISC 2017100, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0480	608.3612 Storm Sewer Pipe Class III-B 12-Inch	1,237.000 LF	_____.	_____.
0490	608.3615 Storm Sewer Pipe Class III-B 15-Inch	84.000 LF	_____.	_____.
0500	608.3618 Storm Sewer Pipe Class III-B 18-Inch	1,307.000 LF	_____.	_____.
0510	608.3624 Storm Sewer Pipe Class III-B 24-Inch	1,026.000 LF	_____.	_____.
0520	608.3630 Storm Sewer Pipe Class III-B 30-Inch	11.000 LF	_____.	_____.
0530	611.0530 Manhole Covers Type J	33.000 EACH	_____.	_____.
0540	611.0624 Inlet Covers Type H	53.000 EACH	_____.	_____.
0550	611.0642 Inlet Covers Type MS	7.000 EACH	_____.	_____.
0560	611.0652 Inlet Covers Type T	2.000 EACH	_____.	_____.
0570	611.1230 Catch Basins 2x3-FT	55.000 EACH	_____.	_____.
0580	611.2004 Manholes 4-FT Diameter	11.000 EACH	_____.	_____.
0590	611.2005 Manholes 5-FT Diameter	7.000 EACH	_____.	_____.
0600	611.2006 Manholes 6-FT Diameter	7.000 EACH	_____.	_____.
0610	611.2055 Manholes 5x5-FT	4.000 EACH	_____.	_____.
0620	611.3901 Inlets Median 1 Grate	7.000 EACH	_____.	_____.
0630	611.8110 Adjusting Manhole Covers	4.000 EACH	_____.	_____.
0640	611.8120.S Cover Plates Temporary	56.000 EACH	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0650	612.0406 Pipe Underdrain Wrapped 6-Inch	235.000 LF	_____.	_____.
0660	619.1000 Mobilization	1.000 EACH	_____.	_____.
0670	620.0300 Concrete Median Sloped Nose	503.000 SF	_____.	_____.
0680	621.0100 Landmark Reference Monuments	8.000 EACH	_____.	_____.
0690	621.1100 Landmark Reference Monuments and Cast Iron Covers	2.000 EACH	_____.	_____.
0700	623.0200 Dust Control Surface Treatment	30,095.000 SY	_____.	_____.
0710	624.0100 Water	690.000 MGAL	_____.	_____.
0720	625.0500 Salvaged Topsoil	22,310.000 SY	_____.	_____.
0730	627.0200 Mulching	3,283.000 SY	_____.	_____.
0740	628.1504 Silt Fence	4,750.000 LF	_____.	_____.
0750	628.1520 Silt Fence Maintenance	4,750.000 LF	_____.	_____.
0760	628.1905 Mobilizations Erosion Control	7.000 EACH	_____.	_____.
0770	628.1910 Mobilizations Emergency Erosion Control	7.000 EACH	_____.	_____.
0780	628.2002 Erosion Mat Class I Type A	6,033.000 SY	_____.	_____.
0790	628.2006 Erosion Mat Urban Class I Type A	16,156.000 SY	_____.	_____.
0800	628.7005 Inlet Protection Type A	64.000 EACH	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0810	628.7010 Inlet Protection Type B	5.000 EACH	_____.	_____.
0820	628.7015 Inlet Protection Type C	51.000 EACH	_____.	_____.
0830	628.7020 Inlet Protection Type D	8.000 EACH	_____.	_____.
0840	628.7504 Temporary Ditch Checks	50.000 LF	_____.	_____.
0850	628.7555 Culvert Pipe Checks	2.000 EACH	_____.	_____.
0860	628.7560 Tracking Pads	2.000 EACH	_____.	_____.
0870	629.0210 Fertilizer Type B	14.000 CWT	_____.	_____.
0880	630.0140 Seeding Mixture No. 40	355.000 LB	_____.	_____.
0890	630.0200 Seeding Temporary	303.000 LB	_____.	_____.
0900	632.0101 Trees (species) (size) (root) 01. American Hornbeam, B&B, 2.5" Cal	6.000 EACH	_____.	_____.
0910	632.0101 Trees (species) (size) (root) 02. Maple Celebration, B&B, 2.5" Cal	10.000 EACH	_____.	_____.
0920	632.0101 Trees (species) (size) (root) 03. Common Hackberry, B&B, 2.5" Cal	5.000 EACH	_____.	_____.
0930	632.0101 Trees (species) (size) (root) 04. Callery Pear, B&B, 2.5" Cal	3.000 EACH	_____.	_____.
0940	632.0101 Trees (species) (size) (root) 05. Gingko (Maidenhair Tree) B&B, 2.5" Cal	3.000 EACH	_____.	_____.
0950	632.0101 Trees (species) (size) (root) 06. Elm Hybrid, B&B, 2.5" Cal	22.000 EACH	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0960	632.0101 Trees (species) (size) (root) 07. Ironwood, B&B, 2.5" Cal	4.000 EACH	_____.	_____.
0970	632.0101 Trees (species) (size) (root) 08. Kentucky Coffeetree, B&B, 2.5" Cal	14.000 EACH	_____.	_____.
0980	632.0101 Trees (species) (size) (root) 09. Littleleaf Linden, B&B, 2.5" Cal	4.000 EACH	_____.	_____.
0990	632.0101 Trees (species) (size) (root) 10. Skyline Honeylocust (Thornless) B&B, 2.5" Cal	15.000 EACH	_____.	_____.
1000	632.0101 Trees (species) (size) (root) 11. Maple, State Street, B&B, 2.5" Cal	17.000 EACH	_____.	_____.
1010	632.0101 Trees (species) (size) (root) 12. Turkish Hazelnut, B&B, 2.5" Cal	3.000 EACH	_____.	_____.
1020	632.0101 Trees (species) (size) (root) 13. Autumn Brilliance Serviceberry, B&B, 2" Cal	3.000 EACH	_____.	_____.
1030	632.0101 Trees (species) (size) (root) 14. Eastern Redbud, B&B, 2.5" Cal	2.000 EACH	_____.	_____.
1040	632.0101 Trees (species) (size) (root) 15. Hawthorn, B&B, 2.5" Cal	1.000 EACH	_____.	_____.
1050	632.0101 Trees (species) (size) (root) 16. Japanese Tree Lilac, B&B, 2.5" Cal	11.000 EACH	_____.	_____.
1060	632.0101 Trees (species) (size) (root) 17. Princeton Elm, B&B, 2.5" Cal	1.000 EACH	_____.	_____.
1070	632.0101 Trees (species) (size) (root) 18. Tree American Sentry Linden	5.000 EACH	_____.	_____.
1080	632.0101 Trees (species) (size) (root) 19. Swamp White Oak	9.000 EACH	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1090	632.0201 Shrubs (species) (size) (root) 01.Gro-Low Sumac #3	25.000 EACH	_____.	_____.
1100	632.0201 Shrubs (species) (size) (root) 02.Spice Island Koreanspice Viburnum #3	6.000 EACH	_____.	_____.
1110	632.0201 Shrubs (species) (size) (root) 03. Emerald Green Wintercreeper #1	9.000 EACH	_____.	_____.
1120	632.0201 Shrubs (species) (size) (root) 04. Buffalo Juniper #3	34.000 EACH	_____.	_____.
1130	632.9101 Landscape Planting Surveillance and Care Cycles	13.000 EACH	_____.	_____.
1140	634.0614 Posts Wood 4x6-Inch X 14-FT	36.000 EACH	_____.	_____.
1150	634.0616 Posts Wood 4x6-Inch X 16-FT	18.000 EACH	_____.	_____.
1160	637.2210 Signs Type II Reflective H	276.860 SF	_____.	_____.
1170	637.2230 Signs Type II Reflective F	141.070 SF	_____.	_____.
1180	638.2102 Moving Signs Type II	4.000 EACH	_____.	_____.
1190	638.2602 Removing Signs Type II	18.000 EACH	_____.	_____.
1200	638.3000 Removing Small Sign Supports	19.000 EACH	_____.	_____.
1210	638.4000 Moving Small Sign Supports	2.000 EACH	_____.	_____.
1220	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
1230	643.0100 Traffic Control (project) 01. 5849-00-11	1.000 EACH	_____.	_____.



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Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1240	643.0100 Traffic Control (project) 02. 5849-00-12	1.000 EACH	_____.	_____.
1250	643.0300 Traffic Control Drums	15,600.000 DAY	_____.	_____.
1260	643.0420 Traffic Control Barricades Type III	2,184.000 DAY	_____.	_____.
1270	643.0705 Traffic Control Warning Lights Type A	4,368.000 DAY	_____.	_____.
1280	643.0715 Traffic Control Warning Lights Type C	2,340.000 DAY	_____.	_____.
1290	643.0900 Traffic Control Signs	2,184.000 DAY	_____.	_____.
1300	643.1000 Traffic Control Signs Fixed Message	135.000 SF	_____.	_____.
1310	643.1050 Traffic Control Signs PCMS	28.000 DAY	_____.	_____.
1320	643.2000 Traffic Control Detour (project) 01. 5849-00-11	1.000 EACH	_____.	_____.
1330	643.3000 Traffic Control Detour Signs	5,460.000 DAY	_____.	_____.
1340	644.1420.S Temporary Pedestrian Surface Plywood	920.000 SF	_____.	_____.
1350	644.1601.S Temporary Curb Ramp	2.000 EACH	_____.	_____.
1360	644.1616.S Temporary Pedestrian Safety Fence	230.000 LF	_____.	_____.
1370	645.0112 Geotextile Type DF Schedule B	14,175.000 SY	_____.	_____.
1380	645.0120 Geotextile Type HR	75.000 SY	_____.	_____.
1390	646.0106 Pavement Marking Epoxy 4-Inch	41,913.000 LF	_____.	_____.



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Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1400	646.0126 Pavement Marking Epoxy 8-Inch	751.000 LF	_____.	_____.
1410	646.0156 Pavement Marking Epoxy 18-Inch	58.000 LF	_____.	_____.
1420	647.0110 Pavement Marking Railroad Crossings Epoxy	1.000 EACH	_____.	_____.
1430	647.0166 Pavement Marking Arrows Epoxy Type 2	6.000 EACH	_____.	_____.
1440	647.0206 Pavement Marking Arrows Bike Lane Epoxy	23.000 EACH	_____.	_____.
1450	647.0306 Pavement Marking Symbols Bike Lane Epoxy	23.000 EACH	_____.	_____.
1460	647.0356 Pavement Marking Words Epoxy	3.000 EACH	_____.	_____.
1470	647.0456 Pavement Marking Curb Epoxy	50.000 LF	_____.	_____.
1480	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	108.000 LF	_____.	_____.
1490	647.0606 Pavement Marking Island Nose Epoxy	9.000 EACH	_____.	_____.
1500	647.0726 Pavement Marking Diagonal Epoxy 12-Inch	577.000 LF	_____.	_____.
1510	647.0776 Pavement Marking Crosswalk Epoxy 12-Inch	1,810.000 LF	_____.	_____.
1520	647.0796 Pavement Marking Crosswalk Epoxy 24-Inch	478.000 LF	_____.	_____.
1530	650.4000 Construction Staking Storm Sewer	96.000 EACH	_____.	_____.
1540	650.4500 Construction Staking Subgrade	7,683.000 LF	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1550	650.5000 Construction Staking Base	7,683.000 LF	_____.	_____.
1560	650.5500 Construction Staking Curb Gutter and Curb & Gutter	17,506.000 LF	_____.	_____.
1570	650.8500 Construction Staking Electrical Installations (project) 01.5849-00-11	LS	LUMP SUM	_____.
1580	650.9910 Construction Staking Supplemental Control (project) 01.5849-00-11	LS	LUMP SUM	_____.
1590	650.9920 Construction Staking Slope Stakes	7,683.000 LF	_____.	_____.
1600	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	5,796.000 LF	_____.	_____.
1610	652.0325 Conduit Rigid Nonmetallic Schedule 80 2-Inch	1,120.000 LF	_____.	_____.
1620	653.0135 Pull Boxes Steel 24x36-Inch	16.000 EACH	_____.	_____.
1630	654.0105 Concrete Bases Type 5	30.000 EACH	_____.	_____.
1640	654.0224 Concrete Control Cabinet Bases Type L24	1.000 EACH	_____.	_____.
1650	655.0625 Electrical Wire Lighting 6 AWG	12,856.000 LF	_____.	_____.
1660	655.0630 Electrical Wire Lighting 4 AWG	14,754.000 LF	_____.	_____.
1670	655.0635 Electrical Wire Lighting 2 AWG	9,976.000 LF	_____.	_____.
1680	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. Lacy Road and Fahey Glen	LS	LUMP SUM	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1690	659.2124 Lighting Control Cabinets 120/240 24-Inch	1.000 EACH	_____.	_____.
1700	690.0150 Sawing Asphalt	866.000 LF	_____.	_____.
1710	690.0250 Sawing Concrete	219.000 LF	_____.	_____.
1720	715.0415 Incentive Strength Concrete Pavement	500.000 DOL	1.00000	500.00
1730	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
1740	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,160.000 HRS	5.00000	10,800.00
1750	SPV.0060 Special 01. Luminaires Area LED	29.000 EACH	_____.	_____.
1760	SPV.0060 Special 02. Aluminum Light Pole	29.000 EACH	_____.	_____.
1770	SPV.0060 Special 03. Backlight Control Shield	7.000 EACH	_____.	_____.
1780	SPV.0060 Special 04. Construction Staking Curb Ramp	39.000 EACH	_____.	_____.
1790	SPV.0060 Special 05. Perennials Woods Blue Aster CG 1 Gal	111.000 EACH	_____.	_____.
1800	SPV.0060 Special 06. Perennials Moonbeam Coreopsis CG 1 Gal	37.000 EACH	_____.	_____.
1810	SPV.0060 Special 07. Perennials Happy Returns Daylily CG 1 Gal	64.000 EACH	_____.	_____.
1820	SPV.0060 Special 08. Perennials Kobold Gayfeather CG 1 Ga	53.000 EACH	_____.	_____.



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Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1830	SPV.0060 Special 09. Perennials Russian Sage CG 1 Gal	48.000 EACH	_____.	_____.
1840	SPV.0060 Special 10. Perennials Autumn Joy Stonecrop CG 1 Gal	32.000 EACH	_____.	_____.
1850	SPV.0060 Special 11. Perennials Tara Prairie Dropseed CG 1 Gal	79.000 EACH	_____.	_____.
1860	SPV.0060 Special 12. Fire Hydrant	6.000 EACH	_____.	_____.
1870	SPV.0060 Special 13. Relocate Valve	2.000 EACH	_____.	_____.
1880	SPV.0060 Special 14. Relocate Existing Fire Hydrant	6.000 EACH	_____.	_____.
1890	SPV.0060 Special 15. Water Valve 6-Inch	9.000 EACH	_____.	_____.
1900	SPV.0060 Special 16. Water Valve 8-Inch	3.000 EACH	_____.	_____.
1910	SPV.0060 Special 17. Water Valve 10-Inch	1.000 EACH	_____.	_____.
1920	SPV.0060 Special 18. Water Valve 12-Inch	5.000 EACH	_____.	_____.
1930	SPV.0060 Special 19. Adjust Existing Valve Box	11.000 EACH	_____.	_____.
1940	SPV.0060 Special 20. Remove Existing Valve	3.000 EACH	_____.	_____.
1950	SPV.0060 Special 21. Connect to Existing Watermain	5.000 EACH	_____.	_____.
1960	SPV.0060 Special 22. Locate and Reestablish Section Corner Monuments	2.000 EACH	_____.	_____.
1970	SPV.0060 Special 23. Adjust Water Curb Box	8.000 EACH	_____.	_____.



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Contract Items

Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1980	SPV.0060 Special 24. Adjust Watermain at Utility Crossing	2.000 EACH	_____.	_____.
1990	SPV.0060 Special 25. Temporary Watermain Connection	1.000 EACH	_____.	_____.
2000	SPV.0060 Special 26. Sanitary Lateral Cleanout	1.000 EACH	_____.	_____.
2010	SPV.0060 Special 27. Sanitary Sewer Structure 4-Foot Diameter	4.000 EACH	_____.	_____.
2020	SPV.0060 Special 28. Remove Existing Sanitary Sewer Structure	1.000 EACH	_____.	_____.
2030	SPV.0060 Special 29. Connect to Existing Sanitary Sewer Structure	4.000 EACH	_____.	_____.
2040	SPV.0060 Special 30. Reconstruct Bench and Flowlines	4.000 EACH	_____.	_____.
2050	SPV.0060 Special 31. Sanitary Sewer Lateral Electronic Marker	9.000 EACH	_____.	_____.
2060	SPV.0060 Special 32. Adjust Sanitary Sewer Structure with Risers	9.000 EACH	_____.	_____.
2070	SPV.0060 Special 33. Tree Protection	22.000 EACH	_____.	_____.
2080	SPV.0060 Special 34. Moving Light Pole	2.000 EACH	_____.	_____.
2090	SPV.0060 Special 35. Install Valve Box on Existing Curb Box	1.000 EACH	_____.	_____.
2100	SPV.0060 Special 36. Utility Line Opening (ULO)	2.000 EACH	_____.	_____.
2110	SPV.0060 Special 40. Round Steel Sign Post System	21.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2120	SPV.0060 Special 41. Manhole 4-Foot Diameter Special	2.000 EACH	_____.	_____.
2130	SPV.0060 Special 42. Manhole 5-Foot Diameter Special	1.000 EACH	_____.	_____.
2140	SPV.0060 Special 43. Catch Basin Filter Bags	55.000 EACH	_____.	_____.
2150	SPV.0060 Special 44. Connect to Existing Sanitary Sewer Main	2.000 EACH	_____.	_____.
2160	SPV.0060 Special 45. Construction Staking Trees	138.000 EACH	_____.	_____.
2170	SPV.0085 Special 01. Low-Grow/No-Mow Seed Mix	150.000 LB	_____.	_____.
2180	SPV.0090 Special 01. Construction Staking Wall Modular Block Gravity	200.000 LF	_____.	_____.
2190	SPV.0090 Special 02. Abandon Existing Watermain	146.000 LF	_____.	_____.
2200	SPV.0090 Special 03. Watermain 6-Inch	170.000 LF	_____.	_____.
2210	SPV.0090 Special 04. Watermain 8-Inch	115.000 LF	_____.	_____.
2220	SPV.0090 Special 05. Watermain 10-Inch	422.000 LF	_____.	_____.
2230	SPV.0090 Special 06. Watermain 12-Inch	2,690.000 LF	_____.	_____.
2240	SPV.0090 Special 07. Copper Water Service 1-Inch	1,007.000 LF	_____.	_____.
2250	SPV.0090 Special 08. Copper Water Service 1.5-Inch	85.000 LF	_____.	_____.
2260	SPV.0090 Special 09. Watermain Insulation	144.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2270	SPV.0090 Special 10. Rock Excavation Watermain	325.000 LF	_____.	_____.
2280	SPV.0090 Special 12. Sanitary Sewer Pipe 8-Inch	1,449.000 LF	_____.	_____.
2290	SPV.0090 Special 13. Sanitary Sewer Lateral 4-Inch	433.000 LF	_____.	_____.
2300	SPV.0090 Special 14. Sanitary Sewer Lateral 8-Inch	95.000 LF	_____.	_____.
2310	SPV.0090 Special 15. Concrete Curb and Gutter 24-Inch	16,193.000 LF	_____.	_____.
2320	SPV.0090 Special 16. Remove Watermain	353.000 LF	_____.	_____.
2330	SPV.0090 Special 19. Remove Abandoned Sanitary Sewer	718.000 LF	_____.	_____.
2340	SPV.0090 Special 21. Storm Sewer Pipe Class III-B Perforated 18-Inch with 10-Foot Trench Width	572.000 LF	_____.	_____.
2350	SPV.0090 Special 22. Storm Sewer Pipe Class III-B Perforated 18-Inch with 14-Foot Trench Width	835.000 LF	_____.	_____.
2360	SPV.0090 Special 23. Storm Sewer Pipe Class III-B Perforated 24-Inch with 14-Foot Trench Width	889.000 LF	_____.	_____.
2370	SPV.0090 Special 24. Storm Sewer Pipe Class III-B Perforated 30-Inch with 10-Foot Trench Width	370.000 LF	_____.	_____.
2380	SPV.0090 Special 25. Storm Sewer Pipe Class III-B Perforated 42-Inch with 10-Foot Trench Width	1,049.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2390	SPV.0090 Special 28. Construction Staking Shared Use Path	5,769.000 LF	_____.	_____.
2400	SPV.0090 Special 29. Landscape Protection	98.000 LF	_____.	_____.
2410	SPV.0090 Special 30. Insulate Existing Watermain	264.000 LF	_____.	_____.
2420	SPV.0105 Special 01. Research and Locate Existing Property Monuments	LS	LUMP SUM	_____.
2430	SPV.0105 Special 02. Verify and Replace Existing Property Monuments	LS	LUMP SUM	_____.
2440	SPV.0105 Special 03. Pedestrian Railing Steel	LS	LUMP SUM	_____.
2450	SPV.0105 Special 04. Construction Staking Watermain	LS	LUMP SUM	_____.
2460	SPV.0105 Special 05. Construction Staking Sanitary Sewer	LS	LUMP SUM	_____.
2470	SPV.0105 Special 06. Constuction Staking Roundabout	LS	LUMP SUM	_____.
2480	SPV.0165 Special 01. Wall Modular Block Gravity LRFD R-13-315	1,008.000 SF	_____.	_____.
2490	SPV.0180 Special 01. Shredded Hardwood Bark Mulch	455.000 SY	_____.	_____.
2500	SPV.0180 Special 02. Porous Asphalt Pavement	613.000 SY	_____.	_____.
2510	SPV.0180 Special 03. Preparing Topsoil For Lawn Type Turf	16,109.000 SY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE