

## HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation  
DT1502 10/2010 s.66.29(7) Wis. Stats.

Proposal Number:

Ø 6

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Sauk	1670-00-62	WISC 2017 504	V West Baraboo, Pine Street Baraboo RVR Struc B-56-153/B-56-154	USH 12
Sauk	1674-01-72		Lake Delton – Sauk City Terrytown Road to CTH W	USH 12
Sauk	1674-01-73		Lake Delton – Sauk City CTH W to STH 159	USH 12
Sauk	1674-01-74		V West Baraboo, Pine & Linn Streets Berkley Blvd to W Maple Street	USH 12

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, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: November 14, 2017 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time September 28, 2018	<b>SAMPLE</b> <b>NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal 9%	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, base aggregate dense, concrete pavement, HMA pavement, concrete curb and gutter, concrete sidewalk, removing asphaltic surface milling, polymer overlay, water main, 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](http://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 Express<sup>TM</sup> web site.
  2. Use Expedite<sup>TM</sup> software to enter a unit price for every item in the schedule of items.
  3. Submit the bid according to the requirements of Expedite<sup>TM</sup> software and the Bid Express<sup>TM</sup> web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
  4. Submit the bid before the hour and date the Notice to Contractors designates.
  5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express<sup>TM</sup> 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 Expedite<sup>TM</sup> software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express<sup>TM</sup> web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite<sup>TM</sup> generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite<sup>TM</sup> generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

**Bidder**

**Name**

**BN00**

**Proposals: 1, 12, 14, & 22**

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

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

## Special Provisions

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## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 1670-00-62, V West Baraboo, Pine Street, Baraboo RVR Struc B-56-153/B-56-154, USH 12, Sauk County; Project 1674-01-72, Lake Delton – Sauk City, Terrytown Road to CTH W, USH 12, Sauk County; Project 1674-01-73, Lake Delton – Sauk City, CTH W to STH 159, USH 12, Sauk County; and Project 1674-01-74, V West Baraboo, Pine & Linn Streets, Berkley Blvd to W Maple Street, USH 12, Sauk 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 (20161130)

### **2. Scope of Work.**

The work under this contract shall consist of grading, base aggregate dense, concrete pavement, HMA Pavement, concrete curb and gutter, concrete sidewalk, removing asphaltic surface milling, polymer overlay, water main, 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.

Hold progress meetings once a week. The contractor's superintendent or designated representative and subcontractor's representatives for ongoing subcontract work or subcontractor work to begin within the next two weeks are to attend and provide a written schedule of the next week(s) operations. Include begin and end dates of specific prime and subcontractor work operations. Invite City of Baraboo, Village of West Baraboo, Town of Baraboo and Sauk County representatives to attend the progress meetings. Agenda items to include review of contractor's schedule and subcontractor's schedule, evaluation of progress and pay items, and revisions if necessary. Plans and specifications for upcoming work will be reviewed to prevent potential problems of conflicts between contractors.

Notify the City of Baraboo Police and Fire Departments, Baraboo District Ambulance Service, Sauk County Sheriff and Wisconsin State Patrol at least 3 days (72 hours) in advance of all traffic switches, lane closures and full closures of existing roads.

The existing Village of West Baraboo water main serves users along the existing USH 12/STH 136 corridor. This water main is to remain in service until the new water main is installed, tested and accepted. After acceptance, the existing water main can be abandoned and the associated water valves, valve boxes, and fire hydrants can be removed.

Notification of water service interruption is required. Notify the Village of West Baraboo Department of Public works and all affected water users 24 hours in advance of service interruptions. Service interruptions may not exceed 6-hours in any one given working day. Contact Robert DeMars, DPW/Water Superintendent at (608) 356-2516 office, or (608) 963-6508 cell, for service outage coordination. Existing valves will be operated by Village of West Baraboo staff only, unless prior arrangements have been made with Village staff.

USH 12 between Mine Road and STH 159 and the USH 12/STH 159 intersection may be closed to through traffic until 12:01 AM on May 25, 2018. Do not reopen USH 12 or STH 159 until completing the following work: permanent pavement, pavement marking and signing.

If the contractor fails to complete the contract work necessary to reopen USH 12 and STH 159 prior to 12:01 AM on May 25, 2018, the department will assess the contractor \$1000 in interim liquidated damages for each calendar day that the road remains closed. An entire calendar day will be charged for any period of time within a calendar day that the lane remains closed beyond 12:01 PM.

The department will not grant time extensions for the following:

1. Severe weather as specified in standard spec 108.10.2.2.
2. Labor disputes that are not industry wide.
3. Delays in material deliveries.

If contract time expires prior to completing all work specified in the contract, additional liquidated damages will be affixed according to standard spec 108.11.

Conform the schedule of operations to the construction staging as shown in the traffic control plans and as described herein unless modifications to the schedule are approved in writing by the engineer.

#### **Stage 1**

- Install temporary signal at STH 136/33 and CTH BD/USH 12 intersection.
- Construct temporary pavement in median areas on CTH BD/USH 12 between Log Lodge Court and Hatchery Road and on STH 136/33.
- Reconstruct USH 12/STH 159 intersection.
- Mill and overlay USH 12 from Mine Road to Point of Rocks Road construction limits.

#### **Stage 2**

- Perform concrete pavement repair on the outside lanes of CTH BD/USH 12 from the Terrytown Road to Berkley Blvd. and Chestnut St. to Station 131+00 EB.
- Reconstruct pavement on CTH BD westbound from Berkley Blvd. to Chestnut Street and STH 136/33 westbound.
- Perform bridge repairs and epoxy overlay on bridge B-56-154.
- Mill and overlay USH 12 outside lanes from Station 131+00 EB to Mine Road.
- Reconstruct USH 12/STH 159 intersection.
- Mill and overlay USH 12 from Mine Road to Point of Rocks Road construction limits.

#### **Stage 3**

- Perform concrete pavement repair on the inside of CTH BD/USH 12 from the Terrytown Road to Berkley Blvd. and Chestnut St. to STH 131+00 EB.
- Reconstruct pavement on CTH BD eastbound from Berkley Blvd. to Chestnut St. and STH 136/33EB.
- Perform bridge repairs and epoxy overlay on bridge B-56-153.
- Mill and overlay USH 12 inside lanes from Station 131+00 EB to Mine Road.

#### **Stage 4**

- Remove temporary pavement in median areas and reconstruct median curb on CTH BD/USH 12 from Log Lodge Ct. to Hatchery Road and on STH 136/33.

#### **Northern Long-eared Bats (*Myotis septentrionalis*)**

Northern Long-eared Bats (NLEB) have 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 roost is encountered during construction operations, stop work and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

If additional construction activities beyond what was originally specified are required to complete the work, following the coordination with the WisDOT REC, is required prior to initiating these activities.

#### 4. Traffic.

Keep USH 12 open to through traffic at all times for the duration of this project with the exception of when USH 12 is allowed to be closed and detoured as shown in the plans and as prescribed in the Prosecution and Progress article of these special provisions.

Maintain access to properties along USH 12 and STH 136 for local residents, businesses, and emergency vehicles. Maintain and keep open the access to all driveways and parking lots where alternative access is not available at all times by closing one driveway at a time, building half the driveway at a time and/or plating concrete work. Plating of concrete work, as directed by the engineer, is included in the item that is being plated.

Maintain pedestrian facilities according to American with Disabilities Act Accessibility Guidelines (ADAAG) requirements at all times. Construct temporary pedestrian access accommodations (crosswalks, curb ramps, and pedestrian surfaces) as shown in the plans, or where necessary, as directed by the engineer. Payment for the construction of temporary pedestrian access accommodations will be made by the department under the bid items Temporary Pedestrian Surface Plywood and Temporary Curb Ramp, unless otherwise shown on the plans or as directed by the engineer.

##### **Wisconsin Lane Closure System Advance Notification**

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

**TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION**

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

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date.  
stp-108-057 (20161130)

### **Stage 1 Traffic**

- CTH BD/USH 12 (eastbound and westbound): one through traffic lane shall be maintained in each direction on the existing outside lane alignment through the four lane section from Log Lodge Court to Hatchery Road.
- USH 12 (eastbound and westbound): traffic lanes shall be closed to through traffic from Mine Road to STH 159 and detoured via CTH W (South Blvd.) and CTH DL (Walnut St.).
- STH 136/33/Linn Street: one through traffic lane shall be maintained in each direction on the existing outside lane alignment.
- STH 159/Point of Rocks Road/Skillet Creek: traffic lanes shall be closed to local traffic.
- All intersections shall remain open and existing turn lanes shall be maintained.

### **Stage 2 Traffic**

- CTH BD/USH 12 (eastbound and westbound): one through traffic lane shall be maintained in each direction on the inside lane alignment from Terrytown Road to Log Lodge Court and Hatchery Road to Mine Road.
- CTH BD/USH 12 (westbound): one through traffic lane shall be maintained by shifting and cross-over to the eastbound roadway from Lodge Log Court to Hatchery Road.
- CTH BD/USH 12 (eastbound): one through traffic lane shall be maintained by shifting to the outside lane from Log Lodge Court to Hatchery Road.
- USH 12 (eastbound and westbound): traffic lanes shall be closed to local traffic at Mine Road to STH 159 and detoured via CTH W and CTH DL.
- STH 136/33/Linn Street (westbound): one through traffic lane shall be maintained by shifting to the outside lane from the construction limits on STH 136/33 to Mulberry Street.
- STH 136/33/Linn Street (eastbound): one through traffic shall be maintained by shifting and cross-over to the westbound roadway from the construction limits on STH 136/33 to Mulberry Street.
- STH 159/Point of Rocks Road/Skillet Creek: traffic lanes closed to through traffic.
- All intersections shall remain open and existing turn lanes shall be maintained.

### **Stage 3 Traffic**

- CTH BD/USH 12 (eastbound and westbound): one through traffic lane shall be maintained in each direction on the outside lane alignment from the Terrytown Road to Log Lodge Court and Hatchery Road to Mine Road.
- CTH BD/USH 12 (eastbound): one through traffic lane shall be maintained by shifting and cross-over to the westbound roadway from Lodge Log Court to Hatchery Road.
- CTH BD/USH 12 (westbound): one through traffic lane shall be maintained by shifting to the outside lane from Log Lodge Court to Hatchery Road.
- STH136/33/Linn Street (eastbound): one through traffic lane shall be maintained by shifting to the outside lane from the construction limits on STH 136/33 to Mulberry Street.

- STH 136/33/Linn Street (westbound): one through traffic shall be maintained by shifting and cross-over to the eastbound roadway from the construction limits on STH 136/33 to Mulberry Street.
- All intersections shall remain open and existing turn lanes shall be maintained.

#### **Stage 4 Traffic**

- CTH BD/USH 12 (eastbound and westbound): one through traffic lane shall be maintained in each direction on the existing outside lane alignment through the four lane section from Log Lodge Court to Hatchery Road.
- STH136/33/Linn Street: one through traffic lane shall be maintained in each direction on the existing outside lane alignment.
- All intersections shall remain open and existing turn lanes shall be maintained.

### **5. Holiday Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 12 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 25, 2018 to 6:00 AM Tuesday, May 29, 2018 for Memorial Day;
- From noon Tuesday, July 3, 2018 to 6:00 AM Monday, July 9, 2018 for Independence Day;
- From noon Friday, August 31, 2018 to 6:00 AM Tuesday, September 4, 2018 for Labor Day.

stp-107-005 (20050502)

### **6. Utilities.**

This contract comes under the provision of Administrative Rule Trans 220.  
stp-107-065 (20080501)

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per state statute. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Some utility work, as described below, is dependent on prior work being performed by the contractor at a specific site. Provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Give notice 14 to 16 calendar days in advance of when the site will be available to the utility. Follow up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

Contact each utility company listed in the plans, prior to preparing bids, to obtain current information on the status of existing and any new utility relocation work.

Utility companies will be performing utility work and adjustments within the limits and during the life of the project. The contractor shall cooperate and coordinate construction activities with these utility companies.

There may be discontinued utility facilities within the project limits. If a conflict with a discontinued utility facility is encountered, contact the appropriate utility owner/representative to coordinate construction activities and proper removal and disposal of said facility as necessary.

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

Known utilities in the project area are as follows and station locations are approximate locations:

**PROJECT 1670-00-62/1674-01-72/1674-01-73/1674-01-74**

**American Transmission Company (ATC)**

The field contact information for American Transmission Company facilities is as follows:

Doug Vosberg  
(608) 877-7650  
[dvosberg@atcllc.com](mailto:dvosberg@atcllc.com)

Electric transmission line crossing USH 12 at the following locations:

Station 26+41EB  
Station 26+57EB  
Station 89+43EB  
Station 122+41EB  
Station 200+76EB  
Station 217+84EB

Poles located along USH 12 at the following locations:

Station 200+61EB, 132' LT with Guys at 200+75EB, 137' LT and 200+57EB, 156' LT  
Station 200+89EB, 123' RT with Guys at 200+63EB, 132' RT and 200+67EB, 130' RT.  
Station 217+45EB, 72' RT

**County Road W / South Boulevard**

Overhead electrical transmission line between the following:

Pole at Station 91+12W, 19' RT  
Pole at Station 93+72W, 14' RT  
Pole at Station 95+67W, 17' RT

Crossing USH 12 at Station 122+41EB

- Pole at Station 99+15W, 31' RT with guys at Station 99+12W, 48' RT
- Station 99+12, 61' RT

Pole at Station 101+98W, 32' RT with guy at Station 101+87W, 34' RT

From the pole at Station 101+98W, RT the overhead electric transmission line continues east past the project limits along the south side of South Blvd.

Skillet Creek/STH 159

Pole at Station 19+47SK, 46' LT

Maintain working clearances to the conductors at all times based on the latest OSHA requirements.

No conflicts are anticipated.

**Alliant Energy- Electric**

The field contact information for Alliant Energy - Electric facilities is as follows:

David McCoy

(608) 356-0609

[davidmccoy@alliantenergy.com](mailto:davidmccoy@alliantenergy.com)

Alliant has multiple overhead electrical distribution facilities throughout the project as described in the following paragraphs.

*USH 12*

Overhead electrical distribution line along the west side of USH 12 near the edge of the right-of-way beginning at the intersection with CTH BW and continuing south to pole at Station 23+71EB, 49' RT. This pole is guyed at:

Station 23+82EB, 46' RT

Station 23+87EB, 44' RT

Station 23+75EB, 70' RT

Station 23+77EB, 76' RT

Alliant pole at Station 95+15W, 31' RT

Pole at Station 123+22EB, 102' LT with guys at:

- Station 123+08, 102' LT
- Station 123+27, 90' LT & 95' LT

Pole at Station 125+37EB, 89' LT with guy at Station 125+25, 91' LT

Underground electrical distribution crossings under USH 12 at the following locations:

Station 138+98EB

Station 143+81EB



Overhead electrical distribution line along the east side of USH 12 beginning at ATC pole at Station 99+15W, 51' RT to poles at:

Station 123+22EB, 101' LT with guys at:

- Station 123+08EB, 102' LT
- Station 123+27EB, 90' LT
- Station 123+27EB, 95' LT

Station 125+37EB, 89' LT with guy at Station 125+25EB, 91' LT

Station 125+43EB, 78' LT with guy at Station 127+43, 73' LT

Station 129+87EB, 77' LT

Station 132+45EB, 74' LT with guy at Station 132+46EB, 81' LT

Station 135+23EB, 62' LT with guy at Station 135+21EB, 58' LT

Station 136+37EB, 66' LT

Station 137+91EB, 63' LT with guy at Station 137+94EB, 55' LT

Station 138+98EB, 63' LT

Station 140+56EB, 63' LT with guy at Station 140+70, 64' LT

Station 142+89EB, 56' LT with guy at Station 142+77EB, 58' LT

Station 144+89EB, 50' LT with guys at:

- Station 144+68EB, 52' LT
- Station 144+73EB, 52' LT

Station 146+46EB, 48' LT

Station 148+26EB, 47' LT

Station 150+07EB, 48' LT

Station 152+59EB, 47' LT

Station 154+61EB, 47' LT

Station 157+08EB, 47' LT with guy at Station 157+08EB, 43' LT

Station 159+10EB, 47' LT

Station 164+42EB, 46' LT

Station 163+53EB, 46' LT

Station 166+06EB, 46' LT

Station 168+44EB, 46' LT with guy at Station 168+43EB, 55' LT

Overhead electrical distribution overhead crossings at:

Station 168+49EB from pole at 46' LT to pole at 67' RT

Station 175+27EB from pole at 46' LT to pole at 113' RT

Station 196+58EB

Station 197+96EB

From the pole at Station 23+71EB, LT the overhead electric distribution line crosses USH 12 at Station 24+61EB to pole on the west side at Station 26+02EB, 77' LT guyed at:

- Station 26+01EB, 88' LT
- Station 26+00EB, 95' LT
- Station 25+99EB, 100' LT

From pole Station 26+02EB, LT the overhead electric distribution line continues south along the east side of USH 12 (crossing under ATC's line and over Terrytown Road (Station 26+88TR)) to pole at Station 27+99EB, 122' LT. The overhead line continues

southeasterly, parallel to USH 12, along the eastern right-of-way to pole at Station 41+73EB, 89' LT where it turns to cross USH 12 at Station 42+49EB to the west side of USH 12, continuing overhead on poles near or outside of the western right-of-way until pole at Station 52+46EB, 41' RT where it crosses USH 12 at Station 52+31EB to the east side to a pole at Station 52+06EB, 63' LT. From here the overhead line leaves the right-of-way, continuing east.

Overhead electric distribution lines from Station 27+99EB, 122' LT to light pole at Station 27+57TR, 36' RT.

Overhead electric distribution lines from pole Station 27+99EB, LT crossing Terrytown Road at Station 27+70TR to pole at Station 27+58TR, 35' LT from which it continues northwesterly to outside of the right-of-way.

Overhead electric distribution lines between:

Pole at Station 26+46EB, 107' LT

Pole at Station 26+02EB, 77' LT

Pole at Station 25+49EB, 105' RT with guy at Station 25+74EB, 117' RT

Light Pole at Station 24+15TR, 36' LT

Pole at Station 27+83TR, 31' RT with guys at:

- Station 27+61TR, 29' RT
- Station 27+72TR, 30' RT
- Station 27+87TR, 42' RT

Overhead electric distribution line from pole at Station 27+83TR, to the east along the south side of Terrytown Road.

Overhead electric distribution line beginning at pole at Station 44+97EB, 69' RT crossing USH 12 at Station 45+41EB to pole at Station 45+95EB, 91' LT to pole at Station 46+33EB, 74' LT.

Overhead electrical distribution crossing USH 12 at:

Station 24+60EB

Station 25+79EB

Station 42+49EB

Station 52+31EB

Poles at:

Station 41+21EB, 64'LT with guy at 71+13, 62' LT

#### Berkley Boulevard

Overhead electrical distribution line beginning outside of the project limits, behind the north curb and gutter along Berkley Blvd to pole at Station 22+15BB, LT then crossing Berkley Blvd at Station 21+52BB to a light pole at Station 60+17EB, 57' LT (guys at Station

60+21EB, 53' LT & Station 60+21EB, 57' LT) then crossing USH 12 at Station 59+82EB to light pole at Station 59+55EB, 43' RT.

### Lynn Street/STH 33

Overhead along the left side of Lynn Street between poles at:

Station 34+46LS, 35' LT (Light pole)

Station 36+04LS, 34' LT with guys at:

- Station 35+99LS, 40' LT
- Station 36+16LS, 35' LT
- Then crosses to south side Lynn Street at Station 36+36LS to connect with pole at Station 36+67LS, RT.

Along the right side of Lynn Street between poles at:

Station 34+42LS, 31' RT

Station 35+55LS, 32' RT

Station 36+67LS, 32' RT (with Light)

Station 38+41LS, 27' RT with guys at Station 38+45LS, 41' & 48' RT

Station 40+42LS, 38' RT

Station 42+45LS, 29' RT

Station 43+14LS, 26' RT with guy at Station 43+27LS, 27' RT

Station 44+25LS, 35' RT

Station 45+42LS, 38' RT with guys at

- Station 45+51LS, 39' RT
- Station 45+58LS, 39' RT
- Station 45+68LS, 40' RT
- Station 45+82LS, 40' RT

Crossing Lynn Street at 45+83LS from pole 45+82LS RT to pole at

Station 45+84LS, 38' LT (with Light)

- guy Station 45+76LS, 39' LT
- guy Station 45+70LS, 39' LT

Overhead crossing of Lynn Street at Station 38+34LS from pole at Station 38+41LS, LT to pole at Station 38+15LS, 82' LT

Overhead crossing of Lynn Street at Station 43+15LS from pole at Station 43+14LS, RT to pole outside of the right-of-way

### USH 12

Overhead crossing at Station 59+82EB between poles:

Station 59+55EB, 43' RT (Light Pole)

Station 60+17EB, 57' LT (Pole with light)

- Guy at Station 60+21EB, 53' LT
- Guy at Station 60+21EB, 57' LT

Overhead crossing at Station 68+64EB (See LYNN STREET)

Overhead crossing at Station 71+29EB between poles:  
Station 71+21EB, 64' LT with guy at ST 71+13EB, 62' LT  
Station 71+41EB, 97' RT

Overhead crossing at Station 74+94EB between poles at:  
Station 74+75EB, 61' RT with guys at

- Station 74+56EB, 56' RT
- Station 74+63, 58' RT
- Station 74+74EB, 81' RT

Overhead crossing at Station 102+03EB between pole at Station 102+05EB, 103' LT to pole at Station 102+00EB, 112' RT.

Along the left side of exiting USH 12 between the following poles:

Station 98+87EB, 72' LT pole with guys at

- Station 98+66EB, 72' LT
- Station 98+72EB, 72' LT

Station 100+41EB, 82' LT with guy at Station 100+43EB, 75' LT

Station 102+05EB, 103' LT with guys at

- Station 102+06EB, 115' LT
- Station 102+07EB, 121' LT

Station 103+66EB, 103' LT

Station 105+31EB, 102' LT with guy at Station 105+31EB, 121' LT

Additional line crosses USH 12 at Station 105+33EB to pole at Station 105+35, 58' RT

Station 107+49EB, 102' LT

Station 109+66EB, 102' LT with guys at:

- Station 109+58EB, 119' LT
- Station 109+71EB, 101' LT
- Station 109+73EB, 101' LT

Crosses to right side of USH 12 at Station 109+73EB to pole at:

Station 109+77, 54' RT with guys at:

- Station 109+63EB, 52' RT
- Station 109+68EB, 53' RT
- Station 109+76EB, 64' RT
- Station 109+77EB, 72' RT

The line then crosses Sauk Ave at Station 81+22SA to pole at:

Station 81+14SA, 32' RT with guys at

- Station 81+11SA, 41' RT
- Station 71+09SA, 47' RT

#### Sauk Avenue

Overhead beginning at pole in the NE quadrant of the intersection with USH 12 at Station 109+66EB, LT to pole east outside of the project limits where it both continues down Sauk Avenue along the north side and crosses Sauk Avenue to the south.

Crossing exiting USH 12 at Station 115+07EB between poles at:

Station 114+62EB, 84' LT

Station 115+35EB, 53' RT

#### County Road W / South Boulevard

Overhead electrical distribution line between the following poles:

Alliant pole at Station 94+48W, 61' LT with guy at Station 94+42W, 65' LT

Crosses CTH W at Station 95+42W

Alliant pole at Station 95+67W, 17' RT

#### County Road W / South Boulevard

Overhead electrical distribution line between the following:

Alliant pole at Station 94+48W, 61' LT with guy at Station 94+42W, 65' LT

Crosses CTH W at Station 95+42W

ATC pole at Station 95+67W, 17' RT

Crosses USH 12 at Station 122+41EB

ATC pole at Station 95+15W, 31' RT

Pole with light at Station 101+01W, 38' RT

Pole at Station 101+98W, 32' RT with guy at Station 101+87W, 34' RT

Overhead electrical distribution line crossing at Station 99+21W between:

Pole at Station 99+15W, 31' RT

Pole at Station 99+34W, 76' LT with guy at Station 99+33W, 61' LT

The following facilities will be relocated prior to construction. Alliant Energy will remove the crossing at Station 68+66 EB. Alliant will also retire 2 poles in the SE corner of the intersection of USH 12 and Linn St. Alliant will install a new pole and underground along the south right-a-way line going west crossing at approximately 69+10 EB to the west side of USH 12. Alliant will continue along the south right-a-way line to a new pole along the south right-a-way of STH 136.

The pole at Station 60+17 EB, 57' LT will be held during construction. Contact Alliant Electric two weeks prior to excavation operations in this area to coordination operations.

Alliant plans to have all relocations completed prior to construction.

## **Alliant Energy – Natural Gas**

The field contact information for Alliant Energy – Natural Gas facilities is as follows:

David McCoy  
(608) 356-0609  
[Davidmccoy@alliantenergy.com](mailto:Davidmccoy@alliantenergy.com)

### **USH 12**

Underground gas main, along the eastern side of USH 12 near the eastern right-of-way beginning at the intersection with CTH BD continuing south to Locust Street with lateral crossings of USH 12 at:

Station 61+43EB

Station 72+10EB

Station 75+35EB

The previously described underground gas line the crosses side roads at:

Station 26+93TR (Terrytown Road)

Station 20+53BB (Berkley Boulevard)

Station 41+82LS (Lynn Street)

Underground gas main, beginning at line along the left side of USH 12 at Station 61+43EB, 49' LT and crossing USH 12 at Station 61+43EB to 61+44EB, 32' RT where it turns south and continues to Station 64+22EB, 37' RT.

Underground gas main, beginning at Station 91+33EB, 61' LT then proceeding south parallel to USH 12 to Station 93+91EB, 60' LT where the line follows the back of curb at the intersection with Carpenter Street, then turns south to cross Carpenter at Station 72+52 HC then follows the back of curb of the SE radius of the intersection to Station 94+76EB, 54' LT where it continues southerly in the terrace to Station 98+92EB, 54' LT where it turns west and crosses USH 12 to Station 98+98EB, 36' RT and continues under the sidewalk to the intersection with County Road W where it turns and follows County Road W to the west.

Underground gas main, beginning from east of the project limits behind the northern back of curb of Sauk Avenue to Station 109+83EB, 48' LT where it turns south to follow under the eastern USH 12 sidewalk to South Boulevard where it turns east to follow the curb line of South Boulevard.

### **Terrytown Road**

Underground gas main along the south side, in the ditch line beginning east of the project limits, crossing USH 12 at Station 27+45EB to a point in the SW quadrant under the existing sidewalk at Station 27+03EB, 97' RT then turning northwesterly, crossing Terrytown Road at Station 24+90TR and continuing northwesterly to outside of the project.

Underground gas main beginning at the intersection with the gas line along the east side of USH 12 at Station 36+80TR, 55' LT then continuing due east to outside of the project limits.

Log Lodge Court

Underground gas main along the south side, behind the back of curb to the intersection with the gas line along the eastern side of USH 12.

Berkley Boulevard

Underground gas main along the south side, behind the sidewalk to the intersection with the gas line along the eastern side of USH 12.

Lynn Street/STH 33

Underground gas main along the south side of Lynn Street behind the outside curb and gutter for the length of the project. Underground gas line crossings Lynn Street at Station 34+57LS and Station 49+90LS

Chestnut Street

Underground gas main along the south side of West Chestnut Street, crossing USH 12 at Station 75+35EB, to continue west along the south side of Chestnut Street.

Hatchery/Carpenter Street

Underground gas main along the southern side of Hatchery Road and Carpenter Street, crossing USH 12 at Station 94+35EB.

County Road W/South Boulevard

Underground gas main along the north side behind the back of curb for the project length.  
Station 93+11W, 53' LT, gas valve and lateral to the north  
Station 94+32W, LT, gas lateral to the north  
Station 94+44W, LT, gas lateral to the north

Underground gas line crosses CTH W at the following locations:

Station 95+68W  
Station 100+73W

Beginning at Station 95+54W, 50' LT, proceeding south to Station 95+80W, 48' RT. From here the gas line follows along the western most right-of-way to Mine Road (Station 147+22EB, 82' RT) where it turns west to follow Mine Road. This line has laterals crossing USH 12 at:

Station 139+93EB  
Station 141+62EB  
Station 143+58EB

New waterline will be crossing gas lines at Stations 59+82, 50' LT; 61+42, 13' RT and at Station 68+57, 18' RT.

No conflicts are anticipated.

## **Century Link – Communication**

The field contact information for Century Link - Communication facilities is as follows:

Steve Bishop  
(608) 355-7501  
[Steve.bishop@centurylink.com](mailto:Steve.bishop@centurylink.com)

The underground communications cable crosses the proposed signal conduit at Station 36+78LS, 38' RT, Station 38+16LS, 12' LT, Station 67+72EB, 35' RT, Station 67+77EB, 37' RT and along the STH 33/Linn St. median.. The proposed signal conduit crosses the communications pedestal at Station 68+78EB, 5' LT.

### **USH 12**

Underground communications cable approximately 16' behind the easternmost outside curb end gutter of USH 12 from the beginning of the project to a pedestal at Station 26+45EB, 104' LT.

Underground communication line beginning at pedestal at Station 98+33W, 49' RT and continues south follow in a line between 6' to 16' behind the back of curb of the easternmost side of USH 12 to a pedestal at Station 135+20EB, 65' LT. From this pedestal, the line turns west to cross USH 12 at Station 135+19EB to the westernmost right-of-way where it turns south and continues to the commercial access at Station 139+00EB, RT where it exits the right-of-way to the west.

Overhead communication line on Alliant poles beginning on pole at Station 135+20EB, LT, continuing south to pole at Station 140+56EB, 63' LT where it goes underground to connect into pedestal at Station 140+58EB, 64' LT. The communication line continues underground along the east side of USH 12 to Station 154+28EB where it crosses to the west right-of-way where it then turns south to follow the western right-of-way to Station 175+26EB RT (Gasser Road). The following facilities are associated with this line:

Station 145+62EB, 52' LT, pedestal  
Station 154+03EB, 43' RT, pedestal  
Station 157+03EB, 43' RT, pedestal  
Station 157+12EB service lateral to property on east side  
Station 166+27EB, 42' RT, pedestal  
Station 171+05EB, 50' RT, pedestal  
Station 175+27EB, 111' RT, pedestal

Underground communication line, approximately 10' the south of the south edge of pavement on Gasser Road from the east to a pedestal at Station 175+27EB, 111' RT. The line then continues east, crossing USH 12 at Station 175+26EB, to the eastern right-of-way of USH 12.



Underground communication line beginning at a pedestal at Station 196+41EB, 66' RT then crossing USH 12 at Station 196+37EB to the eastern right-of-way where it turns south to pedestal at Station 198+00EB, 51' LT. From the pedestal it continues south, following the eastern right-of-way then crossing STH 159 at Station 18+03SK to a pedestal at Station 18+05SK, 46' RT where it then turns east to follow the southern right-of-way of STH 159 to past the project limits.

Underground communication package on the left between the following facilities:

Station 209+60EB, 72' LT, pedestal

Station 213+93EB, 57' LT, pedestal

Station 215+32EB, 57' LT, pedestal

Underground communication line crossing at Station 213+94EB then between the following facilities:

Station 213+94EB, 58' RT, pedestal

Station 217+46EB, 72' RT, pedestal

Station 222+22EB, 103' RT, pedestal

Underground communication line between the following facilities:

Station 213+94EB, 58' RT, pedestal

Station 217+46EB, 72' RT, pedestal

Station 222+22EB, 103' RT, pedestal

Station 228+99EB, 90' RT, pedestal

Station 230+441EB, 69' RT, pedestal then continuing south past the project limits.

An underground communication line beginning east of the project limits on the north side of STH 159 then continuing west, near the northern right-of-way. This underground line crosses USH 12 at Station 200+02EB then follows the western USH 12 right-of-way to the south and continues south to past the project limits.

#### Terrytown Road

Underground fiber optic communications cable beginning at Station 21+78TR, 135' LT then proceeds easterly, parallel to Terrytown Road, to Station 25+19TR, 120' LT (25+63EB, 51' RT) where it turns south, crossing Terrytown Road at Station 25+13TR, to Station 28+12EB, 80' RT where the line then turns easterly to cross USH 12 at Station 28+18EB to Station 28+18EB, 85' LT where it turns north, around the SE radius, to Station 27+52TR, 58' RT where it continues parallel to Terrytown Road along the south side to outside of the project limits.

Underground communications cable beginning at Station 21+78TR, 135' LT then proceeds easterly, parallel to Terrytown Road, to pedestal at Station 24+49TR, 133' LT then continues easterly, crossing USH 12 at Station 25+75EB to Station 25+65EB, 63' LT where it turns south to connect to pedestal at Station 26+14EB, 85' LT.

Three underground communications cables between pedestal at Station 26+14EB, 85' LT to pedestal at Station 26+45EB, 104' LT.

### USH 12

An underground communications cable, beginning at a pedestal in the NE quadrant of the Terrytown road intersection, crosses Terrytown Road at Station 27+03TR, then continues southerly near the eastern right-of-way of USH 12 to Log Lodge Court where it then follows the pavement edge nearest USH 12 to connect with a pedestal at Station 51+05EB, 119' LT. From the pedestal, the line turns back toward USH 12 to Station 51+32EB, 76' LT where it continues southerly along USH 12 to a pedestal at Station 59+33EB, 61' LT.

### Berkley Boulevard

An underground communication line beginning at a pedestal at Station 59+33EB, 61' LT proceeding south to the Berkley Blvd intersection where it follows behind the NE radius back of curb to continue down the north side of Berkley Blvd behind the curb and gutter to past the project limits.

An underground communication line beginning at a pedestal at Station 59+33EB, 61' LT then proceeding north to Station 59+17EB where it turns west to cross USH 12 to Station 59+17EB, 26' RT where it turns south before turning west at Station 59+55EB, 33' RT where it continues west to outside of the project limits.

### Lynn Street/STH 33

An pair of underground communication facilities, beginning past the western project limits, located behind the back of the southern curb of STH 33, the twin lines continue easterly behind the southern curb to a pedestal at Station 38+18LS, 27' RT where they turn north to cross STH 33 at Station 38+09LS to connect to a pedestal at Station 38+16LS, 56' LT.

An underground communications cable beginning at pedestal Station 38+18, RT then continues to pedestal at Station 38+46LS, 35' RT where it proceeds south to 49' RT where it continues easterly, parallel to the back of southernmost curb of STH 33 to the intersection of USH 12, where it remains approximately 25' behind the back of curb and turns south to follow USH 12 to the driveway at Station 70+40 RT where it leaves the project area.

An overhead communication line crossing Lynn Street at Station 43+43+15LS.

### Carpenter Street/Hatchery Road

An underground communications line approximately 5' behind the south pavement edge beginning west of the project limits to Station 70+31HC, 16' RT where it turns south to terminate at a pedestal at Station 70+41HC, 28' RT.

An underground communication line approximately 4'-6' behind the north pavement edge through the project limits, crossing USH 12 at Station 93+92EB.

### Sauk Avenue

An underground fiber optic communications line (4'-25') behind the northern most sidewalk edge of Sauk Avenue through the project limits.

An underground communication line beginning at a pedestal at Station 82+91SA, 34' LT then continuing easterly south of the northern sidewalk edge to a point beyond the project limits.

#### CTH W / South Boulevard

An underground communication line beginning at a pedestal at Station 94+34, 56' left, crossing CTH W at Station 94+74W, to pedestal at 94+86W, 27' RT. From this pedestal, the line continues underground 10' behind the southern sidewalk to the SW radius where it continues and turns south to Station 122+96EB, 51' RT where the line turns east, crossing USH 12 at Station 122+95EB, and connects to pedestals at Station 98+32W and Station 98+34W, 52' RT. From here the lines continue east to outside the project limits.

Underground communication line beginning at pedestal at Station 94+83W, 27' RT and follows parallel to the outside edge of the southern sidewalk to Station 122+93EB, 51' RT where it turns east to cross USH 12 at Station 122+95EB to a pedestal at 98+32W, 52' RT. From this pedestal, the line connects to a second pedestal at Station 98+34W, 52' RT before continuing east, near the southern right-of-way to past the project limits.

No conflicts are anticipated.

#### Charter – Communication

The field contact information for Charter Gas facilities is as follows:

Harlow Jarvis  
(608) 235-1911  
[Harlow.jarvis@charter.com](mailto:Harlow.jarvis@charter.com)

#### USH 12

Underground fiber optic communications cable beginning at Station 23+08TR, 139' LT then proceeds across Terrytown Road at Station 24+11TR to Station 24+26TR, 36' RT where it turns east along Terrytown Road, crossing USH 12 at Station 27+50EB to Station 27+69EB, 75' LT where it turn southwest to connect into a pedestal at Station 28+04EB, 109' LT.

Overhead communication line on Alliant poles along the eastern right-of-way along USH 12 from Terrytown Road to crossing of USH 12 at Station 42+49EB, where it crosses to the east side and leaves the right-of-way.

Underground communication service line beginning at pedestal at Station 142+91EB, 57' LT and continuing east onto private property

Underground communications package beginning at a pedestal at Station 98+32W, 52' RT then proceeds west and follows the outside edge of the pavement of USH 12 to an Alliant pole at Station 125+38EB, LT. At this pole, the communication line continues south, overhead, on Alliant poles inside the eastern right-of-way of USH 12 south to an ATC pole at Station 200+61EB, 132' LT where it turns west and crosses USH 12 overhead at Station 200+76EB.

#### Lynn Street / STH 136

Overhead on Alliant Poles from pole at 38+41LS then crosses to south side Lynn Street at Station 36+36LS to connect with pole at Station 36+67LS, RT where it continues east along the south side of Lynn Street on Alliant poles, crossing USH 12 at Station 68+64EB. The overhead line then continues east to pole at Station 43+14LS, RT where it turns south and leaves the project.

#### Chestnut Road

An overhead communication line is located on Alliant poles along the south side of West Chestnut Street, crossing USH 12 at Station 74+94EB to the north side of Chestnut Street where it continues overhead to past the project limits. No conflict.

#### Carpenter Street/Hatchery Road

An underground communication line approximately 10'-14' behind the north pavement edge of Carpenter/Hatchery through the project limits, crossing USH 12 at Station 93+82EB.

An underground communication line approximately 4'-6' behind the north pavement edge of Carpenter/Hatchery through the project limits, crossing USH 12 at Station 93+92EB.

#### CTH W/ South Boulevard

Underground communication package beginning beyond the west project limits, behind the northern back of curb continuing east to a pedestal at Station 94+34W, 56' LT then crosses CTH W at Station 94+74W to a Station 94+81W, 28' RT. This facility has the following features:

Station 94+34W, 56' LT, pedestal

Station 94+36W, 56' LT, pedestal

Station 94+86W, 27' RT, pedestal

Underground communication package beginning beyond the west project limits, behind the southern back of curb continuing east behind the back of curb, crossing USH 12 at Station 122+41EB, then continues easterly on the south side of South Boulevard through the project limits. This facility has the following features:

Station 94+86, 27' RT, pedestal

Station 98+27W, 53' RT, underground vault

Station 102+13W, 32' RT, pedestal

Station 102+15W, 32' RT, pedestal

The following facilities will be relocated prior to construction. Charter will remove the crossing at Station 68+66 EB. Charter will install underground in a joint trench with Alliant along the south right-a-way line going west crossing at approximately 69+10 EB to the west side of USH 12. Charter will continue along the south right-a-way line to a new pole along the south right-a-way of STH 136.

Charter plans to have all relocations completed prior to construction.

### **City of Baraboo – Electric**

The field contact information for City of Baraboo - Electric facilities is as follows:

Wade Peterson  
(608) 355-2740  
[wpeterson@cityofbaraboo.com](mailto:wpeterson@cityofbaraboo.com)

The City of Baraboo has underground electric facilities in the following locations:

Baraboo River Bridge to CTH W along both sides of the roadway with light poles located in the terrace, underground electric crossing under westbound USH 12 at Station 109+43EB  
Light poles and underground and electric in median from Station 88+40EB to Station 91+70EB, underground electric crossing under westbound USH 12 at Station 90+080EB

Light poles and underground and electric in median from Station 99+85EB to Station 102+81EB, underground electric crossing under westbound USH 12 at Station 101+38EB

Light poles and underground and electric in median from Station 105+68EB to Station 107+32EB, underground electric crossing under westbound USH 12 at Station 107+28EB

Light poles and underground electric in median from Station 113+46EB to Station 114+38EB, crossing under westbound USH 12 at Station 114+34EB.

CTH W to Station 148+00EB, along the east and west side of USH 12 with light poles located in the terrace

- Underground electric crossing USH 12 at Station 145+00EB

Light poles and underground electric in median from Station 126+59EB to Station 128+16EB with underground electric crossing westbound USH 12 at Station 128+07EB

No conflicts are anticipated.

### **City of Baraboo – Sanitary**

The field contact information for City of Baraboo - Sanitary facilities is as follows:

Wade Peterson  
(608) 355-2740  
[wpeterson@cityofbaraboo.com](mailto:wpeterson@cityofbaraboo.com)

The City of Baraboo has multiple underground sanitary facilities within the project limits, the following are the visible above ground facilities:

Station 94+20EB, 55' LT, sanitary manhole

Station 97+69EB, 55' LT, sanitary manhole

Station 97+73EB, 31' RT, sanitary manhole

Station 100+73EB, 31' RT, sanitary manhole  
Station 105+18EB, 31' RT, sanitary manhole  
Station 110+28EB, 23' RT, sanitary manhole

No conflicts are anticipated.

### **City of Baraboo – Water**

The field contact information for City of Baraboo - Water facilities is as follows:

Wade Peterson  
(608) 355-2740  
[wpeterson@cityofBaraboo.com](mailto:wpeterson@cityofBaraboo.com)

The City of Baraboo has multiple underground water facilities that will not be impacted by the project however there are above ground facilities associated with these underground facilities that may or may not be impacted as listed below:

Station 90+85EB, 53' LT, hydrant, no conflict  
Station 91+03EB, 67' LT, water valve, no conflict  
Station 92+92EB, 66' LT, water valve, no conflict  
Station 93+81EB, 96' RT, hydrant, no conflict  
Station 93+84EB, 95' RT, water valve, no conflict  
Station 94+29EB, 51' LT, water valve, no conflict  
Station 94+35EB, 47' LT, water valve, no conflict  
Station 94+75EB, 60' LT, hydrant, no conflict  
Station 97+67EB, 22' RT, water valve, no conflict  
Station 97+78EB, 46' LT, water valve, no conflict  
Station 97+80EB, 45' LT, water valve, no conflict  
Station 97+83EB, 42' LT, water valve, no conflict  
Station 97+85EB, 45' LT, water valve, no conflict  
Station 97+87EB, 20' RT, water valve, no conflict  
Station 97+92EB, 34' RT, hydrant, no conflict  
Station 97+95EB, 38' RT, water valve, no conflict  
Station 97+99EB, 28' RT, water valve, no conflict  
Station 100+59EB, 32' RT, water valve, no conflict  
Station 100+59EB, 34' RT, hydrant, no conflict  
Station 103+48EB, 19' RT, water valve, no conflict  
Station 103+51EB, 33' RT, hydrant, no conflict  
Station 103+51EB, 24' RT, water valve, no conflict  
Station 103+53EB, 59' LT, water valve, no conflict  
Station 105+06EB, 37' RT, water valve, no conflict  
Station 107+74EB, 18' RT, water valve, no conflict  
Station 107+77EB, 20' RT, water valve, no conflict  
Station 107+77EB, 32' RT, hydrant, no conflict  
Station 109+12EB, 54' LT, hydrant, no conflict  
Station 109+14EB, 54' LT, water valve, no conflict

Station 110+16EB, 29' RT, water valve, no conflict  
Station 110+59EB, 125' LT, hydrant, no conflict  
Station 111+04EB, 21' RT, water valve, no conflict  
Station 111+06EB, 64' LT, water valve, no conflict  
Station 111+06EB, 30' RT, hydrant, no conflict  
Station 111+07EB, 18' RT, water valve, no conflict  
Station 111+07EB, 25' RT, water valve, no conflict  
Station 111+10EB, 21' RT, water valve, no conflict  
Station 111+12EB, 64' LT, water valve, no conflict  
Station 114+62EB, 41' LT, water valve, no conflict  
Station 114+66EB, 62' LT, hydrant, no conflict  
Station 114+75EB, 10' RT, water valve, no conflict  
Station 114+79EB, 7' RT, water valve, no conflict  
Station 115+01EB, 59' LT, water valve, no conflict  
Station 115+01EB, 59' LT, water valve, no conflict  
Station 115+46EB, 32' RT, hydrant, no conflict  
Station 115+51EB, 10' RT, water valve, no conflict  
Station 116+75EB, 39' RT, water valve, no conflict  
Station 116+97EB, 39' RT, water valve, no conflict  
Station 117+67EB, 59' LT, water valve, no conflict  
Station 117+79EB, 63' LT, hydrant, no conflict  
Station 118+38EB, 8' RT, water valve, no conflict  
Station 118+42EB, 32' RT, hydrant, no conflict  
Station 118+42EB, 11' RT, water valve, no conflict  
Station 119+77EB, 26' RT, water valve, no conflict  
Station 119+77EB, 26' RT, water valve, no conflict  
Station 119+79EB, 49' RT, water valve, no conflict  
Station 120+56EB, 31' RT, water valve, no conflict  
Station 121+21EB, 8' RT, water valve, no conflict  
Station 121+22EB, 41' LT, water valve, no conflict  
Station 121+25EB, 38' LT, water valve, no conflict  
Station 121+25EB, 43' LT, water valve, no conflict  
Station 121+26EB, 5' RT, water valve, no conflict  
Station 121+58EB, 97' LT, hydrant, no conflict  
Station 122+54EB, 53' RT, water valve, no conflict  
Station 123+44EB, 50' RT, water valve, no conflict  
Station 123+58EB, 38' RT, hydrant, no conflict  
Station 123+65EB, 37' RT, water valve, no conflict  
Station 123+65EB, 37' RT, water valve, no conflict  
Station 125+44EB, 51' RT, water valve, no conflict  
Station 126+56EB, 37' RT, hydrant, no conflict  
Station 126+61EB, 38' RT, water valve, no conflict  
Station 129+46EB, 41' RT, hydrant, no conflict  
Station 129+87EB, 52' RT, water valve, no conflict  
Station 132+40EB, 43' RT, water valve, no conflict  
Station 132+40EB, 46' RT, hydrant, no conflict

Station 132+50EB, 40' RT, water valve, no conflict  
Station 133+01EB, 37' RT, water valve, no conflict  
Station 134+56EB, 47' RT, hydrant, no conflict  
Station 134+58EB, 41' RT, water valve, no conflict  
Station 136+53EB, 44' RT, water valve, no conflict  
Station 138+75EB, 44' RT, water valve, no conflict  
Station 138+76EB, 54' RT, hydrant, no conflict  
Station 139+18EB, 48' RT, water valve, no conflict  
Station 139+23EB, 41' RT, water valve, no conflict  
Station 140+75EB, 45' RT, water valve, no conflict  
Station 143+91EB, 40' RT, hydrant, no conflict  
Station 143+92EB, 42' RT, water valve, no conflict  
Station 143+95EB, 44' RT, water valve, no conflict  
Station 146+34EB, 54' RT, water valve, no conflict  
Station 147+92EB, 57' RT, water valve, no conflict  
Station 147+96EB, 51' RT, water valve, no conflict  
Station 148+29EB, 48' RT, water valve, no conflict  
Station 148+30EB, 45' RT, hydrant, no conflict

No conflicts are anticipated.

### **Northern Natural Gas – Natural Gas**

The field contact information for Northern Natural Gas facilities is as follows:

Leonard Klaas  
(402) 530-2806  
[Leonard.klaas@nngco.com](mailto:Leonard.klaas@nngco.com)

Underground gas main crossing USH 12 at Station 182+60EB and Station 182+84EB.

Contact Northern Natural Gas at least three days in advance of any work within 25-feet of the existing facilities to observe.

No conflicts are anticipated.

### **Reedsburg Utility Commission**

The field contact information for Northern Natural Gas facilities is as follows:

Ken Las  
(608) 768-6450  
[klas@rucls.net](mailto:klas@rucls.net)

Underground gas main crossing USH 12 at Station 182+60EB and Station 182+84EB.  
Reedsburg Utility Commission (RUC) – Communication



### **CTH W / South Boulevard**

Underground fiber optic communications line in a 2-inch duct, beginning west of the projects limits, south of the southern back of curb on CTH W to vault at Station 94+77W, 28' RT. From this vault, the line continues east then turns southward, following approximately 10-15' behind the back of the sidewalk in the SW quadrant of the intersection to Station 122+42EB, 44' RT. From here, the line turns east to cross USH 12 at Station 123+44EB to the east side where it turns north again and follows a line 10' off of the edge of pavement to an underground vault at Station 98+33W, 49' RT. From this vault the line continues east to past the project limits.

No conflicts are anticipated.

### **Sauk County Building Services**

The field contact information for Sauk County Building Services facilities is as follows:

Ellis McFadzen  
(920) 819-4791  
[ellismcf@gmail.com](mailto:ellismcf@gmail.com)

An underground fiber optic communication line beginning east of the project limits behind the south sidewalk along Berkley Blvd then proceeds west behind the sidewalk to a pedestal at Station 20+77BB, 33' RT from which the line continues west, crossing USH 12 at Station 60+16EB, then continues westerly to outside of the project limits.

No conflicts are anticipated.

### **Sprint Communications Company**

The field contact information for Sprint Communications Company facilities is as follows:

Gerry Crain  
(847) 445-1869  
[Gerry.a.crain@sprint.com](mailto:Gerry.a.crain@sprint.com)

Fiber conduit crossing USH 12 at the following location:

- Station 87+00EB

No conflicts are anticipated.

### **Verizon Business**

The field contact information for Verizon Business facilities is as follows:

Brian Zeichert  
(608) 287-6235  
[Brian.zeichert@one.verizon.com](mailto:Brian.zeichert@one.verizon.com)

Fiber conduit crossing USH 12 at the following location:

- Station 87+00EB

No conflicts are anticipated.

### **Village of West Baraboo – Sanitary**

The field contact information for Village of West Baraboo – Sanitary facilities is as follows:

Robert Demars  
(608) 356-2516  
[robertdemars@villageofwestbaraboo.us](mailto:robertdemars@villageofwestbaraboo.us)

The Village of West Baraboo has underground sewer facilities that will be adjusted according to the plans and additional articles in the project special provisions. This work will be done as part of the tied project contract 1670-00-62.

### **Village of West Baraboo – Water**

The field contact information for Village of West Baraboo – Water facilities is as follows:

Robert Demars  
(608) 356-2516  
[robertdemars@villageofwestbaraboo.us](mailto:robertdemars@villageofwestbaraboo.us)

The Village of West Baraboo has underground water facilities that will be adjusted according to the plans and additional articles in the project special provisions. This work will be done as part of the tied project contract 1670-00-62.

## **7. Railroad Insurance and Coordination.**

### **A Description**

Comply with standard spec 107.17 for all work affecting Wisconsin & Southern Railroad 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. Include the Wisconsin Department of Transportation as an additional insured.

Notify evidence of the required coverage, and duration to Ms. Jamie Wilson at WATCO Companies, 315 West 3<sup>rd</sup> Street, Pittsburg, KS 66762, TELEPHONE (620) 231-2230, email [jmwilson@watcocompanies.com](mailto:jmwilson@watcocompanies.com). Include the following information on the insurance document:

Project 1670-00-62  
Route Name USH 12 Sauk County  
Crossing ID 178133L  
Railroad Subdivision Reedsburg  
Railroad Milepost 177

## **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](mailto: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. There are no switching movements within the construction site.

## **A.6 Temporary Clearances During Construction**

*Replace subparagraphs (3) 4.1 and (3) 4.2 of standard spec 107.17.1 with the following:*

Provide 12 feet 0 inches (3.66 m) plus 1.5 inches (38 mm) per degree of track curvature, measured horizontally from the track center line.

Provide 21 feet 6 inches (6.55 m) plus compensation for super-elevated track, measured vertically above the top of the highest rails.

## **B Railroad Flagging**

Arrange with the railroad for the flagging of trains and safety of railroad operations if clearances specified in standard spec 107.17.1 are not maintained during construction operations. The following conditions may also warrant flagging:

1. Cranes swinging or handling materials or equipment within 25 feet of the centerline of any track.
2. Construction operations that are in proximity of power lines or railroad signal and communication lines, underground cables, fuel oil facilities or pipe lines and which might result in fire or damage to such facilities, danger to railroad operations or danger to the public in the transaction of business on railroad premises.
3. Excavation, tunneling, blasting, pile driving, placing, or removing cofferdams or sheeting, or similar activities might cause the railroad's tracks or buildings to be undermined, heaved out of normal level, shifted out of alignment, or otherwise impaired.
4. Bridge painting activities including rigging of falsework, scaffolding or similar activities within 25 feet of the centerline of any track.
5. Deck removal activities within 25 feet of the centerline of any track.
6. Pouring of bridge decks in spans over an operated track.
7. At any other time in railroad representative's judgment, the contractor's work or operations constitute an intrusion into the track zone and create an extraordinary hazard to railroad traffic, and at any other time when flagging protection is necessary for safety to comply with the operating rules of the railroad.

Projects with concurrent activity may require more than one flagger.

Projects with heavy contractor activity within 25 feet of the centerline of any track or unusual or heavy impact on railroad facilities will normally require a full-time flagger.

The department and railroad will monitor operations for compliance with the above flagging requirements. Violations may result in removal from railroad property until arrangements to adhere to the flagging requirements are satisfied. If the railroad imposes additional flagging requirements beyond the above flagging requirements due to the previous violations, the contractor shall bear all costs of the additional flagging requirements.

## **C Flagging by Railroad– Railroad Does Not Pay Flagging Costs**

### **C.1 General**

*Replace paragraph (3) of standard spec 107.17.1 with the following:*

Comply with the railroad's rules and regulations regarding operations on railroad right-of-way. If the railroad's chief engineering officer requires, arrange with the railroad to obtain the services of qualified railroad employees to protect railroad traffic through the work area. Bear the cost of these services and make payment directly to the railroad. Notify the appropriate railroad representative as listed in section A.3 above, in writing, at least 20 business days before starting work near a track. Provide the specific time planned to start the operations.

Extended Duration Work or Longer Work Day (to be used when requiring a flagger for longer periods of time, 4-weeks or more, or working longer than an 8-hour work day, or as defined in section B.1.)

Work that requires railroad flaggers to occupy the work zone for longer duration or longer than the normal work day will require 40 day written notice to the railroad.

## **C.2 Rates – Wisconsin and Southern Railroad Company**

The following rates, reimbursement provisions, and excluded conditions will be used to determine the contractor's cost of flagging:

\$90 per hour for up to nine-hours at the work-site per day (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses),

\$135 per hour for all hours over nine in any week-day (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses),

\$135 per hour for up to nine hours at the work-site on Saturdays (including wages, labor surcharges, meals, lodging, vehicle and mileage expenses),

\$180 per hour for all hours over nine on Saturdays (including wages, labor surcharges, meal, lodging, vehicle and mileage expenses).

\$180 per hour for up to nine hours on Sundays or holidays (including wages, labor surcharges, meal, lodging, vehicle and mileage expenses).

## **C.3 Reimbursement Provisions**

The actual cost for flagging will be billed by the railroad. After the completion of the work requiring flagging protection as provided in section B above, the department will reimburse 50% of the cost of such services up to the rates provided above based on paid railroad invoices, except for the excluded conditions enumerated below. In the event actual flagging rates exceed the rates stated above, the department will reimburse 100% of the portion of the rate that is greater than the rates stated above.

## **C.4 Excluded Conditions**

The department will not reimburse any of the cost for additional flagging attributable to the following:

1. Additional flagging requirements imposed by the railroad beyond the flagging requirements provided in subsection B above due to violations by the contractor.
2. Temporary construction crossings arranged for by the contractor.

The contractor shall bear all costs of the additional flagging requirements for the excluded conditions.

## **C.5 Payment for Flagging**

Railroads may issue progressive bills. Notify the railroad when the work is completed and request a final bill from the railroad. The railroad will issue a final bill. Promptly pay railroad-flagging bills, less any charges that may be in dispute. The department will pay for flagging reimbursement under the Railroad Flagging Reimbursement administrative item. The department will withhold flagging reimbursement until any disputed charges are

resolved and the final bill is paid. No reimbursement for flagging will be made by the department if a violation of subsection B is documented.

#### **D Rail Security Awareness and Contractor Orientation**

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](mailto:rschaalma@watcocompanies.com) for consultation on railroad requirements during construction.  
stp-107-034 (20130615)

### **8. Electrical Work By Others.**

Under project 1674-01-72, the Wisconsin Department of Transportation Southwest Region Electrical Unit will perform the following work for WisDOT maintained traffic signal systems:

- Approve and authorize electrical service installation applications.
- Furnish equipment for installation including monotube poles and arms.
- Remove, furnish, install, and integrate the proposed video detection system at the intersection of USH 12 with STH 33/136.
- Remove, furnish, install, and integrate the proposed wireless communication system at the intersection of USH 12 with STH 33/136.
- Perform traffic signal cabinet assembly, testing and installation.
- Implement permanent traffic signal timing.
- Implement temporary traffic signal timing.
- Furnish, install, and integrate video vehicle detection for temporary traffic signals.
- Adjust video vehicle detection zones as needed based on traffic staging at the intersections of USH 12 with CTH W, Miner Road, Chestnut Street, and STH 33/136.
- Adjust traffic signal timings as needed based on traffic staging at the intersections of USH 12 with CTH W and Miner Road.

### **9. Notice to Contractor, Verification of Asbestos Inspection, No Asbestos Found.**

Alia Schroeder, License Number All-222369, inspected Structure B-56-0153/154 for asbestos on August 7, 2015. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Greg Brecka at (608) 245-2671.  
stp-107-127 (20120615)

### **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](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.

stp-107-055 (20130615)

## **11. Construction Over or Adjacent to Navigable Waters.**

*Add the following to standard spec 107.19:*

The Baraboo River and Skillet Creek are classified as a navigable waterway.

stp-107-060 (20150630)

## **12. Haul Roads.**

Coordinate the use of local roads as haul roads with the engineer and the following representatives of the local municipalities:

Town of Baraboo  
Clerk: Barbara A. Terry  
(608) 356-5170

Town of Sumpter  
Clerk: Robin Meier  
(608) 643-4759

Village of West Baraboo  
Clerk: Kathy Goerks  
(608) 356-2516

City of Baraboo  
Clerk: Cheryl Giese  
(608) 355-2700

Conduct construction operations in manner that will cause a minimum of inconvenience to the free flow of vehicles on roadways carrying USH 12, STH 136, STH 159 and CTH W traffic. The contractor will be allowed access to these roads at locations approved by the engineer.

When hauling across any public roads, provide the necessary flagging and signing to control the construction equipment movements. Do not impede traffic flow on the public roads with the flagging operations.

## **13. Erosion Control and Environmental Protection.**

*Add the following to standard spec 107.20:*

Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial topsoil stripping operation through the subsequent grading, re-topsoiling, and installation of erosion control devices in order to minimize the period of exposure to possible erosion.

Implement best management practices for both temporary and permanent erosion control measures as outlined in the contract plans.

Construct sediment basins, ditch checks, riprap, silt fence, erosion mat, as shown on the plans to store runoff flows, limit runoff, and limit the discharge of pollutants.



Re-topsoil graded areas, as designated by the engineer, immediately after grading is completed within those areas. Landscape all topsoiled areas as the plan shows or as directed by the engineer within five calendar days after placement of topsoil.

Re-topsoil and install erosion mat and rip rap in drainage channels within five calendar days of beginning of drainage channel grading, as designated by the engineer.

Stockpile spoil material on upland sites an adequate distance from the stream and any open water created by excavation. Install filter fabric silt fence between spoil material and the stream and between the entire disturbed area and the waterway.

WDNR mandates that appropriate erosion control measures be applied to borrow and waste areas during and following construction. Following completion of the project, restore borrow and waste areas and properly seed, mulch and protect them from the effects of erosion.

Maintain drainage at and through worksite during construction according to standard spec 107.22, standard spec 204, and standard spec 520.

Use existing inlets, existing culverts, new inlets, new covers, and bypass drainage to maintain existing subsurface drainage.

Remove all temporary erosion control measures after disturbed areas are stabilized or at the direction of the engineer.

Existing waterways and sensitive areas shall be protected. Do not disturb or store any equipment or materials in these areas without prior approval from the engineer. Store materials upland and away from the waterway. Do not wash out equipment in drainage ways or direct conduits to waters of the state. Keep slurry out of drainage ways.

Provide the Erosion Control Implementation Plan (ECIP) 14 days prior to the pre-construction conference. The contractor shall prepare and submit an ECIP for the project, including borrow sites and material disposal sites, according to Wis. Adm. Code Chapter TRANS 401 requirements. The erosion control implementation plan shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan will identify how the contractor intends to implement the project's erosion control plan.

Do not wash out equipment in drainage ways or direct conduits to waters of the state. Keep slurry out of inlets and drainage ways. Remove all temporary erosion control measures after disturbed areas are stabilized or at the direction of the engineer.

The contractor is responsible in keeping all public roadways clean and free from dirt and debris at all times. For this work provide a self-contained mechanical or air conveyance street sweeper and dispose the accumulated material. Any street sweeping due to contractors

hauling operations or as directed by the engineer is considered incidental to the overall cost of the contract.

When engaged in roadway cleaning operations, the contractor shall use equipment having vacuum or water spray mechanisms to eliminate the dispersion of particulate matter into the atmosphere. If vacuum equipment is employed, it must have a suitable self-contained particulate collector to prevent discharge from the collector bin into the atmosphere.

If by-pass pumping is required, *supplement standard spec 107.18 as follows:*

By-pass pumping means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for each location it is required. The submittal shall include how the intake will be managed to not cause an increase in the background level turbidity during pumping; equipment pumping rate capabilities; discharge energy dissipation; and erosion controls. For by-pass pumping that will extend beyond one working day, the submittal should also include how the work zone will be managed and protected should the pump fail; be shut down due to unacceptable water quality; or storm water flows exceed the pumping rate of equipment. After setup of the approved by-pass pumping operation, the contractor shall demonstrate that the means and methods will pump the water at an acceptable water quality prior to starting work that necessitates the by-pass pumping. The cost of all work and materials associated with by-pass pumping is incidental to the bid items the work is associated with. Erosion control devices beyond the discharge energy dissipation point will be paid for at the contract unit prices for the items that are included in the plan.

If dewatering is required, *supplement standard spec 107.18 as follows:*

Treat the water to remove suspended sediments by filtration, settlement or other appropriate best management practice prior to discharge. The means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for dewatering at each location it is required. The submittal shall also include the details of how the intake will be managed to not cause an increase in the background level turbidity prior to treatment and any additional erosion controls necessary to prevent sediments from reaching the project limits or wetlands and waterways. Guidance on dewatering can be found on the Wisconsin Department of Natural Resources website located in the Storm Water Construction Technical Standards, Dewatering Code #1061, "Dewatering". This document can be found at the WisDNR website: [http://dnr.wi.gov/topic/stormwater/standards/const\\_standards.html](http://dnr.wi.gov/topic/stormwater/standards/const_standards.html)

The cost of all work and materials associated with water treatment and/or dewatering is incidental to the bid items the work is associated.

#### **14. 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 Greg Brecka at (608) 355-2730.  
stp-107-054 (20080901)

#### **15. Coordination with Businesses and Residents.**

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week prior to the start of work under this contract and hold two meetings per month thereafter. The contractor shall arrange for a suitable location for the meeting(s) that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for the meeting(s). The contractor shall schedule the meeting(s) with at least two weeks' prior notice to the engineer to allow for these notifications.  
stp-108-060 (20141107)

#### **16. Municipal Utilities.**

The work under this contract shall include replacement of existing water distribution system components and all incidental items necessary to complete the work as shown on the plans and included in contract #1674-01-74, identified as Village of West Baraboo Water Main, Pine and Linn Streets. Both the department and Village of West Baraboo designated personnel will inspect construction of the new water main under this contract. However, witness testing and final acceptance of the water main will be by Village of West Baraboo designated personnel.

#### **17. Referenced Construction Specifications.**

Construct the work enumerated below conforming to the Village of West Baraboo Standard Sewer and Water Specifications for WisDOT Let Projects, March 2017. 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 Valve and Box 8-Inch, Item SPV.0060.201; Water Valve and Box 6-Inch, Item SPV.0060.202; Cross 8-Inch x 8-Inch, Item SPV.0060.203; Tee 8-Inch x 8-Inch, Item SPV.0060.204; Tee 8-Inch x 6-Inch, Item SPV.0060.205; Reducer 8-Inch, Item SPV.0060.206; Bend 8-Inch, Item SPV.0060.207; Bend 6-Inch, Item SPV.0060.208; Sleeve 8-Inch, Item SPV.0060.209; Sleeve 6-Inch, Item SPV.0060.210; Plug 12-Inch, Item SPV.0060.211; Plug 8-Inch, Item SPV.0060.212;

Pressure Main Offset 8-Inch, Item SPV.0060.213; Fire Hydrant, SPV.0060.214; Connect to Existing Water Main, Item SPV.0060.215; Corporation, Curb Stop, Curb Box, and Reconnect 1.5-Inch, Item SPV.0060.216; Corporation, Curb Stop, Curb Box, and Reconnect 1-Inch, Item SPV.0060.217; Remove and Abandon Existing Fire Hydrant, Item SPV.0060.218; Remove and Abandon Existing Valve and Box, Item SPV.0060.219; Abandon Existing Water Main, Item SPV.0060.220.

- Water Main Ductile Iron 8-Inch, SPV.0090.221; Water Main Ductile Iron 6-Inch, SPV.0090.222; Water Main Ductile Iron 8-Inch, HDD, SPV.0090.223; Water Service 1.5-Inch Copper, SPV.0090.224; Water Service 1-Inch Copper, SPV.0090.225; Water Service 1-Inch, HDD, SPV.0090.226.
- Utility Insulation 2-Inch Rigid, SPV.0165.230.
- Imported Granular Fill, Water Main Trenches, SPV.0195.231.

stp-105-002 (20130615)

## **18. Historical Site Protection.**

Point of Rocks outcropping is on the National Register of Historic Places. Place safety fence adjacent to the Point of Rocks outcropping as shown in the plans for protection.

## **19. Soil Borings.**

The contractor can obtain soil boring information from Greg Brecka, 2101 Wright Street, Madison, Wisconsin 53704, (608) 245-2671, [Gregory.Brecka@dot.wi.gov](mailto:Gregory.Brecka@dot.wi.gov).

## **20. Potential Hazardous Materials.**

### **A Description**

#### **A.1 Notice to the Contractor – Inadvertent Discovery of Contaminated Soil**

If contaminated material or when other obvious potentially contaminated materials are encountered or material exhibits characteristics of industrial-type wastes, such as fly ash, foundry sand, and cinders, or when underground storage tanks are encountered, suspend excavation in that area and notify the engineer.

#### **A.2 Coordination**

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

Contact	Sharlene TeBeest WisDOT BTS-ESS
Address:	RM 451 Hill Farm State Building 4802 Sheboygan Ave. Madison WI 53707-7965
Office:	(608) 266-1476
Cell:	(608) 692-4546

Email: [sharlene.tebeest@dot.wi.gov](mailto:sharlene.tebeest@dot.wi.gov)

The role of the environmental consultant will be limited to:

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

### **A.3 Protection of Groundwater Monitoring Wells**

Unabandoned groundwater monitoring wells are not expected to be present within the construction limits. If encountered, notify the environmental consultant and coordinate with the environmental consultant the abandonment or adjustment of the wells by others. The environmental consultant will provide maps indicating locations of all known monitoring wells, if requested by contractor.

## **21. General Requirements for Water Main.**

The water main work under this contract shall be performed according to the requirements of the Village of West Baraboo Standard Water Specifications for WisDOT Let Projects, March 2017.

A copy of these specifications is available for viewing during normal working hours at the Village of West Baraboo office at 500 Cedar Street, West Baraboo, Wisconsin, 53913, (608) 356-2516. A copy of the specifications may be obtained at the office of MSA Professional Services, Inc. (MSA), 1230 South Boulevard, Baraboo, Wisconsin 53913, (608) 356-2771, upon receipt of a non-refundable reproduction, shipping and handling fee of \$35.

## **22. Backfilling for Water Main.**

Backfill for water mains is the material placed between the bedding and the ground surface. Backfill shall be Type II. Type II backfill shall be suitable excavated material, or other approved material, placed in uniform layers and mechanically compacted, conforming to the requirements in the Village of West Baraboo Standard Water Specifications for WisDOT Let Projects, March 2017.

All backfill materials, methods of backfilling and compaction shall meet or exceed all of the department's specifications as specified in standard spec 207.3.6.2, and 607.3.5.

## **23. 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 and paid for under the Aggregate Detours, 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-bus/eng-consultants/cnslt-rsrcs/rdwy/default.aspx>

#### **A.2 Small Quantities**

(1) The department defines a small quantity, for each individual Base Aggregate bid item, as a contract 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:

##### **A.2.1 Quality Control Plan**

(1) Submit an abbreviated quality control plan consisting of the following:

1. Organizational chart including names, telephone numbers, current certification(s) with HTCP number(s) and expiration date(s), and roles and responsibilities of all persons involved in the quality control program for material under affected bid items.

### A.2.2 Contractor Testing

1.

Contract Quantity	Minimum Required Testing per source
≤ 6000 tons	One stockpile test prior to placement, and two production or one loadout test. <sup>[1] [2]</sup>
> 6000 tons and ≤ 9000 tons	One stockpile and Three placement tests <sup>[3]</sup> [4] [5]

- <sup>[1]</sup> Submit production 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.
- <sup>[2]</sup> If the actual quantity overruns 6,000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
- <sup>[3]</sup> If the actual quantity overruns 9000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
- <sup>[4]</sup> For 3-inch material or lift thickness of 3-inch or less, obtain samples at load-out.
- <sup>[5]</sup> Divide the aggregate into uniformly sized sublots for testing
2. Stockpile testing for concrete pavement recycled in place will be sampled on the first day of production.
3. Until a four point running average is established, individual placement tests will be used for acceptance. 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. 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.

### A.2.3 Department Testing

(1) The department will perform testing as specified in B.8 except as follows: Department stockpile verification testing prior to placement is optional for contract quantities of 500 tons or less.

## 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:
Transportation Materials Sampling Technician (TMS) Aggregate Technician I (AGGTEC-I) Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Sampling <sup>[1]</sup>
Aggregate Technician I (AGGTEC-I) Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Gradation Testing, Aggregate Fractured Particle Testing, Aggregate Liquid Limit and Plasticity Index Testing

<sup>[1]</sup> 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://wisconsindot.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 one business day after obtaining a sample. 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 one business day after obtaining a sample. 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 placement tests, include only QC placement 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) Perform one stockpile test from each source prior to placement.

(3) Test gradation once per 3000 tons of material placed or fraction thereof. 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 or lift thickness of 3-inch or less 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.

- (4) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for seven calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.
- (5) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (6) 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.
- (7) 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 four 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 four 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. Perform one stockpile test from each source prior to 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 or for a lift thickness of 3-inch or less, the department will collect samples 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 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 according to CMM 8-10.5.2 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.  
stp-301-010 (20161130)

## **24. Polymer Overlay, Item 509.5100.S.**

### **A Description**

This special provision describes furnishing and applying two layers of a two-component polymer overlay system to the bridge decks shown on the plans. The minimum total thickness of the overlay system shall be 1/4”.

### **B Materials**

#### **B.1 General**

Furnish materials specifically designed for use over concrete bridge decks. Furnish polymer liquid binders from the department’s approved product list.

#### **B.2 Polymer Resin**

The polymer resin base and hardener shall be composed of two-component, 100% solids, 100% reactive, thermosetting compound with the following properties:

<b>Property</b>	<b>Requirements</b>	<b>Test Method</b>
Gel Time <sup>A</sup>	15 - 45 minutes @ 73° to 75° F	ASTM C881
Viscosity <sup>A</sup>	7 - 70 poises	ASTM D2393, Brookfield RVT, Spindle No. 3, 20 rpm
Shore D Hardness <sup>B</sup>	60-75	ASTM D2240
Absorption <sup>B</sup>	1% maximum at 24 hr	ASTM D570
Tensile Elongation <sup>B</sup>	30% - 70% @ 7 days	ASTM D638
Tensile Strength <sup>B</sup>	>2000 psi @ 7 days	ASTM D638
Chloride Permeability <sup>B</sup>	<100 coulombs @ 28 days	AASHTO T277

<sup>A</sup> Uncured, mixed polymer binder

<sup>B</sup> Cured, mixed polymer binder

#### **B.3 Aggregates**

Furnish natural or synthetic aggregates that have a proven record of performance in applications of this type. Furnish aggregates that are non-polishing, clean, free of surface moisture, fractured or angular in shape; free from silt, clay, asphalt, or other organic materials; and meet the following properties and gradation requirements:

Aggregate Properties:

Property	Requirement	Test Method
Moisture Content*	1/2 of the measured aggregate absorption, %	ASTM C566
Hardness	<sup>3</sup> 6.5	Mohs Scale
Fractured Faces	100% with at least 1 fractured face and 80% with at least 2 fractured faces of material retained on No.16	ASTM 5821
Absorption	≤1%	ASTM C128

\* Sampled and tested at the time of placement.

Gradation:

Sieve Size	% Passing by Weight
No. 4	100
No. 8	30 – 75
No. 16	0 – 5
No. 30	0 – 1

#### B.4 Required Properties of Overlay System

The required properties of the overlay system are listed in the table below:

Property	Requirement <sup>A</sup>	Test Method
Minimum Compressive Strength at 8 Hrs. (psi)	1,000 psi @ 8 hrs 5,000 psi @ 24 hrs	ASTM C 579 Method B, Modified <sup>B</sup>
Thermal Compatibility	No Delaminations	ASTM C 884
Minimum Pull-off Strength	250 psi @ 24 hrs	ACI 503R, Appendix A

<sup>A</sup> Based on samples cured or aged and tested at 75°F

<sup>B</sup> Plastic inserts that will provide 2-inch by 2-inch cubes shall be placed in the oversized brass molds.

#### B.5 Approval of Bridge Deck Polymer Overlay System

A minimum of 20 working days prior to application, submit product data sheets and specifications from the manufacturer, and a certified test report to the engineer for approval. The engineer may request samples of the polymer and/or aggregate, prior to application, for the purpose of acceptance testing by the department.

For materials not pre-qualified, in addition to the above submittals, submit product history/reference projects and a certified test report from an independent testing laboratory showing compliance with the requirements of the specification.

The product history/reference projects consist of a minimum of five bridge/roadway locations where the proposed overlay system has been applied in Wisconsin or in locations with a similar climate - include contact names for the facility owner, current phone number or e-mail address, and a brief description of the project.

Product data sheets and specifications from the manufacturer consists of literature from the manufacturer showing general instructions, application recommendations/methods, product properties, general instructions, or any other applicable information.

## **C Construction**

### **C.1 General**

Conduct a pre-installation conference with the manufacturer's representative prior to construction to establish procedures for maintaining optimum working conditions and coordination of work. Furnish the engineer a copy of the recommended procedures and apply the overlay system according to the manufacturer's instructions. The manufacturer's representative familiar with the overlay system installation procedures shall be present at all times during surface preparation and overlay placement to provide quality assurance that the work is being performed properly.

Store resin materials in their original containers in a dry area. Store and handle materials according to the manufacturer's recommendations. Store all aggregates in a dry environment and protect aggregates from contaminants on the job site.

### **C.2 Deck Preparation**

#### **C.2.1. Deck Repair**

Remove all asphaltic patches and unsound or disintegrated areas of the concrete decks as the plans show, or as the engineer directs. Work performed to repair the concrete deck will be paid for under other items. Ensure that products used for deck patching are compatible with the polymer overlay system.

NOTE: Some polymer systems require concrete patch material to be in place a minimum of 28-days before overlaying - contact polymer manufacturer before completing deck patching/repair.

#### **C.2.2 Surface Preparation**

Determine an acceptable shotblasting machine operation (size of shot, flow of shot, forward speed, and/or number of passes) that provides a surface profile meeting CSP 5 according to the International Concrete Repair Institute Technical Guideline No. 03732. If the engineer requires additional verification of the surface preparation, test the tensile bond strength according to ACI 503R, Appendix A of the *ACI Manual of Concrete Practice*. The surface preparation will be considered acceptable if the tensile bond strength is greater than or equal to 250 psi or the failure area at a depth of ¼ inches or more is greater than 50% of the test area. Continue adjustment of the shotblasting machine and necessary testing until the surface is acceptable to the engineer or a passing test result is obtained.



Prepare the entire deck using the final accepted adjustments to the shotblasting machine as determined above. Thoroughly blast clean with hand-held equipment any areas inaccessible by the shotblasting equipment. Do not perform surface preparation more than 24 hours prior to the application of the overlay system.

Prepare the vertical concrete surfaces adjacent to the deck a minimum of 2" above the overlay according to SSPC-SP 13 by sand blasting, using wire wheels, or other approved method.

Just prior to overlay placement, clean all dust, debris, and concrete fines from the prepared surfaces including the vertical surfaces with compressed air. When using compressed air, the air stream must be free of oil. Any grease, oil, or other foreign matter that rests on or has absorbed into the concrete shall be removed completely. If any prepared surfaces (including the first layer of the polymer overlay) are exposed to rain or dew, lightly sandblast (breeze blast) the exposed surfaces.

Protect drains, expansion joints, access hatches, or other appurtenances on the deck from damage by the shot and sand blasting operations and from materials adhering and entering. Tape or form all construction joints to provide a clean straight edge.

Create a transitional area approaching transverse expansion joints and ends of the deck using the shotblasting machine or other approved method. Remove 5/16" to 3/8" of concrete adjacent to the joint or end of deck and taper a distance of 3 feet.

The engineer may consider alternate surface preparation methods per the overlay system manufacture's recommendations. The engineer will approve the final surface profile and deck cleanliness prior to the contractor placing the polymer overlay.

### **C.3 Application of the Overlay**

Perform the handling and mixing of the polymer resin and hardening agent in a safe manner to achieve the desired results according to the manufacturer's instructions. Do not apply the overlay system if any of the following exists:

- a. Ambient air temperature is below 50°F.
- b. Deck temperature is below 50°F.
- c. Moisture content in the deck exceeds 4.5% when measured by an electronic moisture meter or shows visible moisture after 2 hours when measured according to ASTM D4263.
- d. Rain is forecasted during the minimum curing periods listed under C.5.
- e. Materials component temperatures below 50°F or above 99°F.
- f. Concrete age is less than 28 days unless approved by the engineer.
- g. The deck temperature exceeds 100°F.
- h. If the gel time is 10 minutes or less at the predicted high air temperature for the day.

After the deck has been shotblasted or during the overlay curing period, only necessary surface preparation and overlay application equipment will be allowed on the deck. Begin overlay placement as soon as possible after surface preparation operations.

The polymer overlay shall consist of a two-course application of polymer and aggregate. Each of the two courses shall consist of a layer of polymer covered with a layer of aggregate in sufficient quantity to completely cover the polymer. Apply the polymer and aggregate according to the manufacturer's requirements. Apply the overlay using equipment designed for this purpose. The application machine shall feature positive displacement volumetric metering and be capable of storing and mixing the polymer resins at the proper mix ratio. Disperse the aggregate using a standard chip spreader or equivalent machine that can provide a uniform, consistent coverage of aggregate. First course applications that do not receive enough aggregate before the polymer gels shall be removed and replaced. A second course applied with insufficient aggregate may be left in place, but will require additional applications before opening to traffic.

After completion of each course, cure the overlay according to the manufacturer's instructions. Follow the minimum cure times listed under C.5 or as prescribed by the manufacturer. Remove the excess aggregate from the surface treatment by sweeping, blowing, or vacuuming without tearing or damaging the surface; the material may be re-used if approved by the engineer and manufacturer. Apply all courses of the overlay system before opening the area to traffic. Do not allow traffic on the treated area until directed by the engineer.

After the first layer of coating has cured to the point where the aggregate cannot be pulled out, apply the second layer. Prior to applying the second layer, broom and blow off the first layer with compressed air to remove all loose excess aggregate.

Prior to opening to traffic, clean expansion joints and joint seals of all debris and polymer. If required by the engineer, a minimum of three days following opening to traffic, remove loosened aggregates from the deck, expansion joints, and approach pavement.

#### **C.4 Application Rates**

Apply the polymer overlay in two separate courses according to the manufacturer's instructions, but not less than the following rate of application.

Course	Minimum Polymer Rate <sup>A</sup> (GAL/100 SF)	Aggregate <sup>B</sup> (LBS/SY)
1	2.5	10+
2	5.0	14+

<sup>A</sup> The minimum total applications rate is 7.5 GAL/100 SF.

<sup>B</sup> Application of aggregate shall be of sufficient quantity to completely cover the polymer.

### C.5 Minimum Curing Periods

As a minimum, cure the coating as follows:

	Average temperature of deck, polymer and aggregate components in °F							
Course	50-54	55-59	60-64	65-69	70-74	75-79	80-84	85-99
1	6 hrs.	5 hrs.	4 hrs.	3 hrs.	2.5 hrs	2 hrs	1.5 hrs.	1 hr.
2	8 hrs.	6.5 hrs.	6.5 hrs.	5 hrs.	4 hrs.	3 hrs.	3 hrs.	3 hrs.

### C.6 Repair of Polymer Overlay

Repair all areas of unbonded, uncured, or damaged polymer overlay for no additional compensation. Submit repair procedures from the manufacturer to the engineer for approval. Absent a manufacturer's repair procedures and with the approval of the engineer, complete repairs according to the following: Saw cut the limits of the area to the top of the concrete; remove the overlay by scarifying, grinding, or other approved methods; shot blast or sand blast and air blast the concrete prior to placement of polymer overlay; and place the polymer overlay according to section C.3.

### D Measurement

The department will measure Polymer Overlay in area by the square yard, acceptably completed.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
509.5100.S	Polymer Overlay	SY

Payment is full compensation for preparing the surface; for tensile bond testing; for providing the overlay; for cleanup; and for sweeping/vacuuming and disposing of excess materials. Concrete Deck Repair will be paid for separately.  
stp-509-030 (20150630)

## 25. Fence Temporary, Item 616.0600.S.

### A Description

This special provision describes furnishing, erecting, and removing temporary fencing at the locations shown on the plans and as directed by the engineer.

### B (Vacant)

### C Construction

Construct fence to the minimum strength and height required to contain livestock, as approved by the engineer.

If shallow bedrock prevents burying the posts 12 inches, place the posts in a base that will allow them to stand upright.

#### **D Measurement**

The department will measure Fence Temporary in place by the linear foot from end posts, center to center, along the ground line.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0600.S	Fence Temporary	LF

Payment is full compensation for furnishing all materials; erecting posts and fence; and for removing and disposing of fencing.

stp-616-025 (20101008)

### **26. Landmark Reference Monuments.**

*Add the following to standard spec 621:*

Contact Sauk County Surveyor, Patrick Dederich at (608) 355-4474, 30 days prior to the start of construction to coordinate perpetuation of section corners that will be disturbed during construction.

Provide up to four witness monuments and one section corner monument for each section corner that is disturbed by construction operations.

### **27. 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.

stp-644-010 (20150630)

## **28. 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.

stp-644-020 (20150630)

**29. 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.  
stp-644-025 (20150630)

## **30. Install Conduit Into Existing Item, Item 652.0700.S.**

### **A Description**

This special provision describes installing proposed conduit into an existing manhole, pull box, junction box, communication vault, or other structure.

### **B Materials**

Use Conduit Rigid Nonmetallic Schedule 40, 2-Inch, as provided and paid for under other items in this contract. Furnish backfill material, topsoil, fertilizer, seed, and mulch conforming to the requirements of pertinent provisions of the standard specifications.

### **C Construction**

Expose the outside of the existing structure without disturbing existing conduits or cabling. Drill the appropriate sized hole for the entering conduit(s) at a location within the structure without disturbing the existing cabling and without hindering the installation of new cabling within the installed conduit. Fill void area between the drilled hole and conduit with an engineer-approved filling material to protect against conduit movement and entry of fill material into the structure. Tamp backfill into place.

### **D Measurement**

The department will measure Install Conduit Into Existing System by the unit, acceptably installed. Up to five conduits entering a structure per entry point into the existing structure will be considered a single unit. Conduits in excess of five, or conduits entering at significantly different entry points into the existing pull box, manhole, or junction box will constitute multiple units of payment.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
652.0700.S	Install Conduit Into Existing Item	EACH

Payment is full compensation for excavating, drilling holes; furnishing and installing all materials, including bricks, coarse aggregate, sand, bedding, and backfill; for excavating and backfilling; and for furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; and for making inspections.  
stp-652-070 (20100709)

## **31. Temporary Traffic Signals for Intersections (USH 12 & STH 33/136), Item 661.0200.001; Temporary Traffic Signals for Intersections (USH 12 & Chestnut Street), Item 661.0200.002.**

*Replace standard spec 661.2.1 (1) as follows:*

- (1) Furnish TS2 Type 1 control cabinet and control equipment. The department will supply, maintain and install a TS2 controller, video detection system and Cellular modem. The cabinet must be equipped with at least three open non- GFI receptacles, SDLC connector and open shelf space to be used by the video detection processor. The video detection will be installed and maintained by the department and placed on the contractor installed poles and span wires. Provide a cabinet with a Corbin #2 door lock and an access door that allows placing the controller in emergency flash. Provide keys to the access door to the engineer and law enforcement agencies as required. Supply a cabinet complete with programmed MMU, load switches, relays and etc. capable of executing the sequence of operations supplied in this contract for this temporary traffic signal. Test traffic signal control cabinets before installation. The department will be responsible for all signal timing changes.



*Add the following to standard spec 661.3.2.6:*

- (6) Cover all permanent traffic signal and pedestrian signal heads while the intersection is controlled by the temporary traffic signal so that they are not visible to approaching traffic or pedestrians.

## **32. Concrete Masonry Deck Repair, Item SPV.0035.001.**

### **A Description**

This special provision describes furnishing, placing and curing concrete masonry on the sawed deck preparation areas of the concrete bridge deck and in full depth deck, curb and joint repair areas. Perform the work conforming to standard spec 502 and standard spec 509.

### **B Materials**

#### **B.1 Neat Cement**

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

#### **B.2 Concrete**

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

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

### **C Construction**

#### **C.1 Neat Cement**

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

#### **C.2 Placing Concrete**

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

#### **C.3 Curing Concrete**

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

### **D Measurement**

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

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

The department will not measure wasted concrete.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.001	Concrete Masonry Deck Repair	CY

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

### **33. Temporary Inlet Cover, Item SPV.0060.001.**

#### **A Description**

Furnish, install, adjust and remove temporary inlet covers on existing or proposed storm sewer structures to maintain drainage and allow for the installation of temporary pavement around the inlet, according to the pertinent provisions of standard spec 611 and remove inlet covers, as shown on the plans and as hereinafter provided. Removed inlet covers become property of the contractor.

#### **B Materials**

Furnish mortar, risers and inlet covers according to standard spec 611.2. Furnish flush inlet covers with a traversable grate suitable for vehicular traffic with a minimum grate size of 3.3 square feet. Furnish Inlet Protection Type D according to standard spec 628.

#### **C Construction**

Install and adjust inlet covers according to standard spec 611.3. Install Inlet Protection Type D in the Temporary Inlet Cover.

#### **D Measurement**

The department will measure Temporary Inlet Cover 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.0060.001	Temporary Inlet Cover	EACH

Payment is full compensation for removing and salvaging the existing cover; for providing temporary inlet cover including frames, grates, and all other required materials for installing and adjusting each cover; for removing temporary cover and adjusting rings; and for maintaining; for furnishing and installing Inlet Protection Type D.

### **34. Construction Staking Curb Ramp, Item SPV.0060.002.**

#### **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 as each individual construction staking curb 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
SPV.0060.002	Construction Staking Curb Ramp	EACH

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

### **35. Pull Box Non-Conductive 24x36-Inch, Item SPV.0060.101; Pull Box Non-Conductive 24x42-Inch, Item SPV.0060.102.**

#### **A Description**

This special provision describes furnishing and installing Pull Box Non-Conductive (size) shown on the plans.

#### **B Materials**

Furnish pull boxes, frames, and lids made of non-conductive material. Pull boxes, frames, and lids shall be suitable for Tier 15 loading as specified in ANSI/SCTE 77.

#### **C Construction**

Provide pull boxes, frames, and lids made of non-conductive materials. The contractor may extend Pull Box Non-Conductive (size) as the plan details show using the same material as the pull box. Saw extensions parallel to the extension ring. Secure extension to original box as shown in the plan details. Excavate, place coarse aggregate drain material, and backfill as the plan details show. Dispose of surplus or unsuitable materials as specified under standard spec 205.3.12.

Use covers stamped with “SIGNALS” for traffic signal pull boxes or “LIGHTING” for lighting pull boxes.

Provide one 24” length of #6 reinforcing steel to be driven vertically on the north side of the pull box.

**D Measurement**

The department will measure Pull Box Non-Conductive (size) as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.101	Pull Box Non-Conductive 24x36-Inch	EACH
SPV.0060.102	Pull Box Non-Conductive 24x42-Inch	EACH

Payment for Pull Box Non-Conductive (size) is full compensation for providing and installing pull boxes, frames, lids, aggregate, fasteners, reinforcing steel; conduit extensions less than 10 feet long including fittings; and for furnishing all excavating, backfilling and disposing of surplus material.

**36. Remove and Salvage Lighting Unit, Item SPV.0060.103.**

**A Description**

This special provision describes removing and salvaging terrace lighting units according to the pertinent provisions of standard spec 204 and as hereinafter provided. Work under this item also includes transporting or disposing of the existing equipment, including removal of existing electrical service as well as required utility coordination, as directed in this special provision. Removal of concrete bases at the listed locations shall be paid for separately.

**B (Vacant)**

**C Construction**

Disconnect and salvage the complete lighting unit from the locations shown in the plans and/or as designated by the engineer.

Deliver salvaged lighting units to the City of Baraboo City Service Facility, located at 450 Roundhouse Court, Baraboo, WI. Contact Director of Public Works/City Engineer, Tom Pinion at (608) 355-2730 a minimum of five business days prior to delivery.

Salvaged items shall be stored and protected from damage until ready for delivery. Any damage to the salvaged materials resulting from the hauling operation shall be repaired or replaced in-kind at the contractor's expense.

This item includes coordination and incidentals necessary to remove or have removed by others: street signs, pedestrian flasher signals, overhead cables and all accessories affixed to the lighting units.

**D Measurement**

The department will measure Remove and Salvage Lighting Unit as each individual lighting unit acceptably salvaged and delivered.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.103	Remove and Salvage Lighting Unit	EACH

Payment is full compensation for removing, salvaging, storing and delivering all existing lighting unit components.

**37. Install Poles Over Height Type 10, Item SPV.0060.104.**

**A Description**

This special provision describes installing Poles Over Height Type 10 according to the provisions of standard spec 657 and as hereinafter provided.

**B Materials**

*Replace standard spec 657.2.1 Department-Furnished Materials, paragraph (1) with the following:*

- (1) The department will furnish the following as specified in the contract special provisions:
- Type 9, 10, 12, and 13 poles and associated mounting hardware, hand hole covers, and pole caps.
  - Over height Type 9, 10, 12, and 13 poles and associated mounting hardware, hand hole covers, and pole caps.
  - Monotube arms.
  - Steel luminaire arms

**C Construction**

According to the plans and standard spec 657.3.

**D Measurement**

The department will measure Install Poles Over Height Type 10 according to the plans and standard spec 657.4.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.104	Install Poles Over Height Type 10	EACH

Payment is full compensation for installing department furnished poles and providing grounding lugs, fittings, shims, hardware, and other required components the department does not furnish.

### **38. Salvage and Reinstall Traffic Signal Assembly, Item SPV.0060.105.**

#### **A Description**

This special provision describes removing, salvaging and reinstalling existing traffic signals (by assembly) according to the pertinent provisions of standard spec 204 and as hereinafter provided. Items included under this bid item include pedestal bases, standards, signal heads, backplates, signal mounting hardware, and signs.

#### **B Materials**

The contractor shall supply any incidental materials required to complete the work described in this special provision according to the pertinent provisions of standard spec 651.2, 655.2, 657.2, and 658.2. These materials include replacement of any item damaged as a result of the salvage and storage of the traffic signal equipment.

#### **C Construction**

Arrange for the de-energizing of the traffic signal assembly with the Region Electrical Field Unit by contacting the DOT on-call electrician at (608) 785-9080 at least five working days prior to the removal of the traffic signals. Salvage and reinstall the traffic signal assembly as soon as possible following shut down of this equipment. The traffic signal assembly shall not be de-energized or remain de-energized before 6:00 PM or after 6:00 AM. No more than 12 hours shall elapse between de-energizing the traffic signal assembly and re-energization at the proposed location.

Prior to removal, inspect and provide a list of any damaged or non-working traffic signal equipment to the engineer. Any equipment not identified as damaged or not working, prior to removal, will be replaced by the contractor at no cost to the department.

Carefully disconnect and remove traffic signal assembly and cabling. Ensure that all access hand hole doors and all associated hardware remain intact.

Salvage and retain all cables and wiring. When construction activities require reconstruction of an existing section of conduit, pull back underground cabling to be reused to the nearest pull box. Remove cables and wiring from sections of conduit which are to be removed.

Reinstall all items according to the pertinent provisions of standard spec 651, 655, 657, and 658.

#### **D Measurement**

The department will measure Salvage and Reinstall Traffic Signal Assembly 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.0060.105	Salvage and Reinstall Traffic Signal Assembly	EACH

Payment is full compensation for salvaging traffic reinstalling existing equipment as well as any incidental materials required for installation.

- 39. Water Valve and Box 8-Inch, Item SPV.0060.201; Water Valve and Box 6-Inch, Item SPV.0060.202; Cross 8-Inch x 8-Inch, Item SPV.0060.203; Tee 8-Inch x 8-Inch, Item SPV.0060.204; Tee 8-Inch x 6-Inch, Item SPV.0060.205; Reducer 8-Inch, Item SPV.0060.206; Bend 8-Inch, Item SPV.0060.207; Bend 6-Inch, Item SPV.0060.208; Sleeve 8-Inch, Item SPV.0060.209; Sleeve 6-Inch, Item SPV.0060.210; Plug 12-Inch, Item SPV.0060.211; Plug 8-Inch, Item SPV.0060.212; Pressure Main Offset 8-Inch, Item SPV.0060.213; Fire Hydrant, SPV.0060.214; Connect to Existing Water Main, Item SPV.0060.215; Corporation, Curb Stop, Curb Box, and Reconnect 1.5-Inch, Item SPV.0060.216; Corporation, Curb Stop, Curb Box, and Reconnect 1-Inch, Item SPV.0060.217; Remove and Abandon Existing Fire Hydrant, Item SPV.0060.218; Remove and Abandon Existing Valve and Box, Item SPV.0060.219; Abandon Existing Water Main, Item SPV.0060.220.**

**A Description**

This special provision describes furnishing and installing fire hydrants, water valves and boxes, water main tees, water main bends, water main plugs, and water main reducers, water main sleeves, pressure main offsets, connections to existing water main, brass water service appurtenances, water main abandonments, and water main removals as shown on the plans, according to the pertinent provisions of standard spec 607, conforming to the requirements in the Village of West Baraboo Standard Water Specifications for WisDOT Let Projects, March 2017, and as hereinafter provided.

**B (Vacant)****C (Vacant)****D Measurement**

The department will measure Water Valve and Box 8-Inch, Water Valve and Box 6-Inch, Cross 8-Inch x 8-Inch, Tee 8-Inch x 8-Inch, Tee 8-Inch x 6-Inch, Reducer 8-Inch, Bend 8-Inch, Bend 6-Inch, Sleeve 8-Inch, Sleeve 6-Inch, Plug 12-Inch, Plug 8-Inch, Pressure Main Offset 8-Inch, Fire Hydrant, Connect to Existing Water Main, Corporation, Curb Stop, Curb Box, and Reconnect 1.5-Inch, Corporation, Curb Stop, Curb Box, and Reconnect 1-Inch, Remove

and Abandon Existing Fire Hydrant, Remove and Abandon Existing Valve and Box, and Abandon Existing Water Main 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.0060.201	Water Valve and Box 8-Inch	EACH
SPV.0060.202	Water Valve and Box 6-Inch	EACH
SPV.0060.203	Cross 8-Inch x 8-Inch	EACH
SPV.0060.204	Tee 8-Inch x 8-Inch	EACH
SPV.0060.205	Tee 8-Inch x 6-Inch	EACH
SPV.0060.206	Reducer 8-Inch	EACH
SPV.0060.207	Bend 8-Inch	EACH
SPV.0060.208	Bend 6-Inch	EACH
SPV.0060.209	Sleeve 8-Inch	EACH
SPV.0060.210	Sleeve 6-Inch	EACH
SPV.0060.211	Plug 12-Inch	EACH
SPV.0060.212	Plug 8-Inch	EACH
SPV.0060.213	Pressure Main Offset 8-Inch	EACH
SPV.0060.214	Fire Hydrant	EACH
SPV.0060.215	Connect to Existing Water Main	EACH
SPV.0060.216	Corporation, Curb Stop, Curb Box, Reconnect 1.5-Inch	EACH
SPV.0060.217	Corporation, Curb Stop, Curb Box, Reconnect 1-Inch	EACH
SPV.0060.218	Remove and Abandon Existing Fire Hydrant	EACH
SPV.0060.219	Remove and Abandon Existing Valve and Box	EACH
SPV.0060.220	Abandon Existing Water Main	EACH

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract for furnishing all work herein as specified according to the Village of West Baraboo Standard Water Specifications for WisDOT Let Projects, March 2017. Excavating, bedding materials, backfilling, fittings, reaction blocking and joint restraint shall be included in the contract price.

#### **40. Sawing Pavement Deck Preparation Areas, Item SPV.0090.001.**

##### **A Description**

This special provision describes sawing the boundaries of the existing concrete on the bridge deck that has been sounded and marked for deck preparation. These boundaries will be at least 2-inches and not greater than 6-inches outside of the unsound or disintegrated areas of concrete, as directed or marked by the engineer in the field.

##### **B (Vacant)**



**C Construction**

Make the saw cuts, a minimum of 1-inch in depth, at the locations marked.

Use a diamond blade for sawing that will allow the concrete to be sawed dry. Upon completion of the daily sawing, remove the dust deposits from the deck.

**D Measurement**

The department will measure Sawing Pavement Deck Preparation Areas by the linear foot, acceptably completed.

The department will not measure for payment over-cuts, cuts made beyond the limits marked in the field.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.001	Sawing Pavement Deck Preparation Areas	LF

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

**41. Driveway Curb, Item SPV.0090.002.****A Description**

This special provision describes sawing of the existing curb head to create an entrance curb slope.

**B (Vacant)****C Construction**

Saw the curb head using sawing equipment specifically designed for sawing curb openings. Saw the curb, in the locations shown on the plan or designated by the engineer, so that it conforms to the dimensions of the detail in the plans.

**D Measurement**

The department will measure Driveway Curb 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.0090.002	Driveway Curb	LF

Payment is full compensation for sawing the curb head, disposing of the removed curb head, and for cleaning and disposing of any slurry.

**42. Removing HMA Pavement Notched Wedge Longitudinal Joint Milling, Item SPV.0090.004.**

**A Description**

This special provision describes removing the notched wedge longitudinal joint prior to paving the adjacent lane in order to create a vertical longitudinal joint.

**B (Vacant)**

**C Construction**

Remove the notched wedge longitudinal joint constructed according to standard spec 450.3.2.8 prior to paving the adjacent lane. Provide a uniform milled surface that is reasonably plane, free of excessively large scarification marks, and has the grade and transverse slope the plans show or the engineer directs. Do not damage the remaining pavement.

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

Maintain one lane of the roadway for traffic at all times during working hours. Do not windrow or store material on the roadway. Clear the roadway of all materials and equipment during non-working hours.

Pave within 72 hours of milling the notched wedge longitudinal joint.

**D Measurement**

The department will measure Removing HMA Pavement Notched Wedge Longitudinal Joint Milling 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.0090.004	Removing HMA Pavement Notched Wedge Longitudinal Joint Milling	LF

Payment is full compensation for removing HMA pavement; and for hauling and disposal of materials.

**43. Concrete Curb and Gutter 24-Inch Type D Special, Item SPV.0090.006; Concrete Curb and Gutter 36-Inch Type A, Item SPV.0090.007; Concrete Curb and Gutter 36-Inch Type D, Item SPV.0090.008.**

**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 (type) 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.0090.006	Concrete Curb and Gutter 24-Inch Type D Special	LF
SPV.0090.007	Concrete Curb and Gutter 36-Inch Type A	LF
SPV.0090.008	Concrete Curb and Gutter 36-Inch Type D	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. However, if the contract provides a bid item for excavation, then the department will pay for excavation required for this work as specified in the contract.

**44. Removing Electrical Wires from Existing Conduit, Item SPV.0090.101.**

**A Description**

This special provision describes removing electrical wires from existing conduit and disposing them off of the project site.

**B (Vacant)**

**C Construction**

Wires shall be removed from the existing underground conduits as shown on the plans and as directed by the engineer. Disconnect existing landscape lighting circuits through all conduits back to the control cabinet. The engineer shall verify the extent of the wiring removal prior to disconnecting median luminaires. Any necessary splices or disconnections

shall be done as part of this pay item. Removed wires shall become property of the contractor and shall be disposed of off the project site.

**D Measurement**

The department will measure Removing Electrical Wires from Existing Conduit by linear feet of conduit from where wires shall be removed and disposed of, acceptably completed. The vertical length and wire slack shall be incidental to this pay item.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.101	Removing Electrical Wires From Existing Conduit	LF

Payment is full compensation for removing electrical wires from conduits and disposal of all removed materials.

**45. Water Main Ductile Iron 8-Inch, SPV.0090.221; Water Main Ductile Iron 6-Inch, SPV.0090.222; Water Service 1.5-Inch Copper, SPV.0090.224; Water Service 1-Inch Copper, SPV.0090.225.**

**A Description**

This special provision describes furnishing and installing water main ductile iron 8-inch, water main ductile iron 6-inch, water service 1.5-inch copper, and water service 1-inch copper, as shown on the plans, according to the pertinent provisions of standard spec 607, and in conformance with the Village of West Baraboo Standard Water Specifications for WisDOT Let Projects, March 2017.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Water Main Ductile Iron 8-Inch, Water Main Ductile Iron 6-Inch, Water Service 1.5-Inch Copper, and Water Service 1-Inch Copper, by the linear foot as 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.0090.221	Water Main Ductile Iron 8-Inch	LF
SPV.0090.222	Water Main Ductile Iron 6-Inch	LF
SPV.0090.224	Water Service 1.5-Inch Copper	LF
SPV.0090.225	Water Service 1-Inch Copper	LF

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract for furnishing all work herein as specified according to the Village of West Baraboo Standard Water Specifications for WisDOT Let Projects, March 2017. Excavating, bedding materials, backfilling, fittings, reaction blocking and joint restraint shall be included in the contract price.

**46. Cleaning Box Culvert B-56-065, Item SPV.0105.001.**

**A Description**

This special provision describes cleaning Box Culvert B-56-065, a three cell 11'X5'X67' and aprons of 34.5'X9' and 40'X9' with an approximate average depth of 1.5-feet of accumulated material throughout all the concrete box culvert cells and aprons at Station 207+24.

**B (Vacant)**

**C Construction**

Clean the existing box culvert, both aprons and up to 5' of the stream beyond the concrete apron leading up to each side of the box culvert of all dirt, vegetation, debris, logs and brush. Natural materials removed from the box culvert may be used in other areas requiring fill material within the project limits outside the 1:1 if deemed suitable by the engineer. Dispose of surplus and unsuitable material as specified in standard spec 205.3.12. Use sandbags to divert flow or bypass pump water into one of the adjacent box culvert cells when cleaning a single cell. Use rock bags or clear stone to filter pumped water.

If water is used, all water and sediment generated from the cleaning process must be disposed of at a site designated in the ECIP.

**D Measurement**

The department will measure Cleaning Box Culvert B-56-065 as a 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.0105.001	Cleaning Box Culvert B-56-065	LS

Payment is full compensation for furnishing all labor, tools, equipment, dewatering, bypass pumping, sand bags, rock bags, clear stone and incidentals necessary to complete the contract work as described in this article.

#### **47. Remove Traffic Signals (USH 12 & STH 33/136), Item SPV.0105.103.**

##### **A Description**

This special provision describes Remove Traffic Signals (location) according to the pertinent provisions of standard spec 204 and as hereinafter provided. Work under this item also includes transporting or disposing of the existing equipment, including removal of existing electrical service as well as required utility coordination, as directed in this special provision. Removal of pull boxes and concrete bases at the above listed intersections shall be paid for separately.

##### **B (Vacant)**

##### **C Construction**

Arrange for the de-energizing of the traffic signals and removal of existing electrical service with the local electrical utility after receiving approval from the engineer that the existing traffic signals can be removed.

Notify the Region Electrical Field Unit by contacting the DOT on-call electrician at (608) 785-9080 at least five working days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment.

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

Carefully disconnect, disassemble, remove and stockpile all traffic signal equipment. Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, mast arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole. Ensure that all access hand hole doors and all associated hardware remain intact. Dispose of the underground signal cable, internal wires and street lighting cable off the state right-of-way. Contact the Region Electrical Field Unit a minimum of two business days prior to pick up.

##### **D Measurement**

The department will measure Remove Traffic Signals (location) as a single lump sum unit of work for each intersection, acceptably completed.

##### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.103	Remove Traffic Signals (USH 12 & STH 33/136)	LS

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

**48. Remove Traffic Signal Cable (USH 12 & Chestnut Street), Item SPV.0105.104.**

**A Description**

This special provision describes removing traffic signal wires (location) according to the pertinent provisions of standard spec 204 and as hereinafter provided. Removal of pull boxes and concrete bases at the above listed intersections shall be paid for separately.

**B (Vacant)**

**C Construction**

Notify the Region Electrical Field Unit by contacting the DOT on-call electrician at (608) 785-9080 at least five working days prior to the deactivation of the existing traffic signals.

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

Carefully disconnect all traffic signal wiring from terminations in the traffic signal control cabinet, pedestal and transformer bases, and pull boxes. Remove and dispose of the underground signal cable and street lighting cable off the state right-of-way. Contact the Region Electrical Field Unit a minimum of two business days prior to pick up.

Cabling related to traffic signal cameras and communication devices shall be removed by the department prior to performing the work included in this special provision.

**D Measurement**

The department will measure Remove Traffic Signal Cable (location) as a single lump sum unit of work for each intersection, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.103	Remove Traffic Signal Cable (USH 12 & Chestnut Street)	LS

Payment is full compensation for disconnecting and removing all intersection wiring, and incidentals necessary to complete the contract work.

**49. Containment, Collection and Disposal of Waste Materials B-56-0153, Item SPV.0105.105; Containment, Collection and Disposal of Waste Materials B-56-154, Item SPV.0105.106.**

**A Description**

This special provision describes furnishing and erecting tarpaulins to contain, collect and store the spent material from surface preparation and cleaning of concrete surfaces, collecting such spent material, and disposing of the spent material in according to the contract and as hereinafter provided.

**B (Vacant)**

**C Construction**

Erect tarpaulins or other materials to collect all of the spent material from blast and water cleaning operations.

Collect and store all waste material collected by this operation at the bridge site for disposal. Collect and store all waste materials at the end of each workday or more often if needed.

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

**D Measurement**

The department will measure Containment, Collection and Disposal of Waste Materials (Structure), completed according to the contract and accepted, as a single complete unit of work for each structure designated in the contract.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.105	Containment, Collection and Disposal of Waste Materials B-56-0153	LS
SPV.0105.106	Containment, Collection and Disposal of Waste Materials B-56-154	LS

Payment is full compensation for designing, erecting, operating, maintaining and disassembling the containment devices; collecting, storing spent materials and disposing of all materials from the blast and water cleaning operations.

**50. Construction Staking Water Main, SPV.0105.228.**

**A Description**

This special provision describes furnishing and installing construction staking water main, as shown on the plans, in accordance with the pertinent provisions of section 607 of the



standard specifications, and in conformance with the Village of West Baraboo Standard Water Specifications for WisDOT Let Projects, March 2017.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Construction Staking Water Main by the 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 items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.228	Construction Staking Water Main	LS

Payment is full compensation for all labor, tools, equipment, materials, and incidentals necessary to complete the contract for all work herein as specified in accordance with the Village of West Baraboo Standard Water Specifications for WisDOT Let Projects, March 2017.

**51. Utility Insulation 2-Inch Rigid, SPV.0165.230.**

**A Description**

This special provision describes utility insulation 2-inch rigid as shown on the plans, according to the pertinent provisions of standard spec 607, and in conformance with the Village of West Baraboo Standard Water Specifications for WisDOT Let Projects, March 2017.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Utility Insulation 2-Inch Rigid, by the square 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.0165.230	Utility Insulation 2-Inch Rigid	SF

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract for furnishing all work herein as specified according to the Village of West Baraboo Standard Water Specifications for WisDOT Let Projects, March 2017.

## **52. Cleaning Concrete, Item SPV.0180.001.**

### **A Description**

This special provision describes cleaning the areas of structures that are stained red or tan, including inside face, top surface and outside face of the parapets, edge of bridge deck, light standards and concrete bases on B-56-153 and B-56-154. This work shall be according to the plans, as directed by the engineer, and as hereinafter provided.

### **B (Vacant)**

### **C Construction**

#### **C.1 Protection of Lighting**

The light poles on the light standards of B-56-153 and B-56-154 shall be fully protected or they shall be temporarily removed before beginning the blast cleaning. A protective temporary cap shall be placed over each lighting conduit before beginning the blast cleaning.

#### **C.2 Blast Cleaning Operation**

Blast clean the inside face, top surface and outside face of the parapets, edge of bridge deck, light standards, concrete bases, retaining wall copings and all surfaces that were originally stained red or tan according to SSPC SP-13 and ASTM D4259 for an abrasive blast cleaning to a surface roughness and finish as directed by the engineer. Before abrasive blast cleaning operations are to begin for all structures on the project, prepare a representative trial area on the parapet and coping surfaces, and have the method of blast cleaning approved by the engineer. Remove all loose concrete, dirt, dust or blast material that remains on the bridge deck and multi-use path, as directed by the engineer. Contain, collect and dispose of waste material as directed under the Containment, Collection and Disposal of Waste materials bid item.

#### **C.3 Water Cleaning Operation**

After abrasive blast cleaning operations are completed, clean the prepared surfaces with water according to ASTM D4258. With this water cleaning, remove all dust and loose material from the inside face and top surface of the parapets, light standards, and concrete bases, including all surfaces that are to be coated with pigmented surface sealer. Provide an adequate drying time of at least 24 hours to all surfaces before coating with the pigmented surface sealer. Remove all loose concrete, dirt, dust or blast material that remains on the bridge deck and multi-use path, as directed by the engineer. Contain, collect and dispose of waste material as directed under the Containment, Collection and Disposal of Waste materials bid item.

#### **C.4 Reinstallation of Lighting**

If temporarily removed for cleaning operations, reinstall the light poles and the decorative lighting units after completion of the water cleaning. Reuse existing 1 nut, flat washer and

lock washer per anchor bolt for resetting the light poles and decorative lighting units. If new nuts or washers are required, provide according to standard spec 657.2.2.6.

**D Measurement**

The department will measure Cleaning Concrete 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.0180.001	Cleaning Concrete	SY

Payment is full compensation for removal and reinstallation of light poles, abrasive blast cleaning; for water cleaning; for furnishing all additional clean-up of the concrete surface, surrounding bridge deck and multi-use path area. Containment, collection and disposal of waste materials are paid under a separate bid item.

**53. Imported Granular Fill, Water Main Trenches, SPV.0195.231.**

**A Description**

This special provision describes imported granular fill, water main trenches as shown on the plans, according to the pertinent provisions of standard spec 607, and in conformance with the Village of West Baraboo Standard Water Specifications for WisDOT Let Projects, March 2017.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Imported Granular Fill, Water Main Trenches by certified scale receipt per ton, 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.0195.231	Imported Granular Fill, Water Main Trenches	TON

Payment is full compensation for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract for furnishing all work herein as specified according to the Village of West Baraboo Standard Water Specifications for WisDOT Let Projects, March 2017.

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**ADDITIONAL SPECIAL PROVISION 1 (ASP 1)  
FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS)  
PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS**

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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   1   (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 1 (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](mailto:DBE_Alert@dot.wi.gov) ([DBE\\_Alert@dot.wi.gov](mailto: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](mailto: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](mailto: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://wisconsindot.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](mailto: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](mailto: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](mailto: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*

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#### GFW SAMPLE MEMORANDUM

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**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](mailto: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](http://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:*

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**109.1.1.2 Bid Items Designated as Pay Plan Quantity**

*Replace the entire text with the following effective with the June 2017 letting:*

**109.1.1.2.1 General**

- (1) If the schedule of items designates a bid item with a **\*\*P\*\*** in the item description, the department will use the plan quantity, the approximate quantity the schedule of items shows, for payment unless one or both of the following occurs:
- Scope changes regardless of the magnitude of the revised work.
  - Errors and omissions that affect the plan quantity.

**109.1.1.2.2 Scope Changes**

- (1) For engineer-directed quantity increases, the engineer will issue a contract change order for extra work, establish the cost of the added work as specified in 109.4, and measure the revised work. For engineer-directed quantity decreases, the engineer will issue a contract change order to adjust the plan quantity under the designated bid item.

**109.1.1.2.3 Errors and Omissions**

- (1) The engineer may issue a change order under 105.4(5) to adjust the plan quantity for an error or omission and may revise the contract unit price as specified in 109.4.
- 

**305.2.1 General**

*Replace paragraph two with the following effective with the June 2017 letting:*

- (2) Where the contract specifies or allows 1 1/4-inch base, do not place reclaimed asphalt, reprocessed material, or blended materials below virgin aggregate materials unless the contract specifies or the engineer allows in writing.
- 

**310.2 Materials**

*Replace paragraph three with the following effective with the June 2017 letting:*

- (3) Do not place reclaimed asphalt, reprocessed material, or blended materials below open-graded base unless the contract specifies or the engineer allows in writing.
- 

**320.3.1.1 Consolidating, Finishing, and Curing**

*Replace paragraph two with the following effective with the June 2017 letting:*

- (2) Cure concrete base as specified for concrete pavement in 415.3.12. Use wax-based curing compound conforming to 501.2.9.
- 

**390.3.2 Concrete Patching**

*Replace paragraph two with the following effective with the June 2017 letting:*

- (2) Cure exposed patches as specified for concrete pavement in 415.3.12. Use wax-based curing compound conforming to 501.2.9. Protect as specified for concrete pavement in 415.3.14. Open to traffic as specified for concrete base in 320.3.

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**390.3.4 Special High Early Strength Concrete Patching**

*Replace the entire text with the following effective with the June 2017 letting:*

- (1) Construct as specified for special high early strength repairs under 416.3.8 except as follows:
    - The contractor may delay removal for up to 14 calendar days after cutting the existing pavement.
    - Open to traffic as specified for concrete base in 320.3.
  - (2) Cure exposed patches as specified for concrete pavement in 415.3.12. Use wax-based curing compound conforming to 501.2.9. Do not apply excess curing compound that could cause slippery pavement under traffic.
- 

**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 <sup>[1]</sup>	+1.3/-1.0	+1.0/-0.7
VMA in percent <sup>[2]</sup>	- 0.5	- 0.2

<sup>[1]</sup> For SMA, JMF limits are +/-1.3 and warning limits are +/-1.0.

<sup>[2]</sup> 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<sup>[1]</sup>**

LOCATION	LAYER	PERCENT OF TARGET MAXIMUM DENSITY		
		MIXTURE TYPE		
		LT and MT	HT	SMA <sup>[5]</sup>
TRAFFIC LANES <sup>[2]</sup>	LOWER	93.0 <sup>[3]</sup>	93.0 <sup>[4]</sup>	—
	UPPER	93.0	93.0	—
SIDE ROADS, CROSSOVERS, TURN LANES, & RAMPS	LOWER	93.0 <sup>[3]</sup>	93.0 <sup>[4]</sup>	—
	UPPER	93.0	93.0	—
SHOULDERS & APPURTENANCES	LOWER	91.0	91.0	—
	UPPER	92.0	92.0	—

<sup>[1]</sup> 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.

<sup>[2]</sup> Includes parking lanes as determined by the engineer.

<sup>[3]</sup> Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

<sup>[4]</sup> Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

<sup>[5]</sup> 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<sup>[1]</sup>**

PERCENT LOT DENSITY ABOVE SPECIFIED MINIMUM	PAY ADJUSTMENT PER TON <sup>[2]</sup>
From -0.4 to 1.0 inclusive	\$0
From 1.1 to 1.8 inclusive	\$0.40
More than 1.8	\$0.80

<sup>[1]</sup> SMA pavements are not eligible for density incentive.

<sup>[2]</sup> 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"

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## Errata

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Make the following corrections to the standard specifications:

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### **104.2.2.5 Change Orders for Eliminated Work**

Correct errata by changing "eliminated bid items" to "eliminated work."

#### **104.2.2.5 Change Orders for Eliminated Work**

- (1) The department has the right to partially eliminate or completely eliminate work the project engineer finds to be unnecessary for the project. If the project engineer partially eliminates or completely eliminates work, the project engineer will issue a contract change order for a fair and equitable amount as specified in 109.5.
- 

### **105.4 Coordination of the Contract Documents**

Correct errata to change "apparent error or omission" to just "error or omission."

- (5) Neither the contractor nor the department may take advantage of an error or omission in the contract. Notify the engineer immediately as specified in 104.3 upon discovering an error or omission. The engineer will offer an interpretation and make the necessary corrections.
- 

### **105.13.4 Content of Claim**

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

- (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.
- 

### **108.13 Terminating the Contract for Convenience of the Department**

Correct errata by changing "eliminated bid items" to "eliminated work."

- (4) If the department orders termination of the contract for convenience, the department will pay for all completed work as of that date at the contract price. The department will pay for partially completed work at agreed prices or by force account methods specified in 109.4.5 provided, however, that payment does not exceed the contract price for the bid item under which the work was performed. The department will pay for work eliminated by the termination only to the extent provided under 109.5. The department will pay for new work, if any, at agreed prices or paid for by force account methods specified in 109.4.5.

**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.

**109.4.5.5.1 General**

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

- (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)**

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

- (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**

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

- (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**

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

- (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.

**109.5 Eliminated Work**

Correct errata by changing "eliminated bid items" to "eliminated work."

**109.5 Eliminated Work**

- (1) If the department partially eliminates or completely eliminates work as specified in 104.2.2.5, the department will pay contractor costs incurred due to that elimination. The department will pay a fair and equitable amount covering all costs incurred as of the date the work was deleted. Immediately submit a certified statement covering all money expended for the eliminated work.
- (2) The department will execute a contract change order for the following costs related to eliminated work:
1. Preparation expenses defined as follows:
    - If preparation for the eliminated work has no value to other contract work, the department will reimburse the contractor in full for that preparation.
    - If preparation for the eliminated work is distributed over other contract work, the department will prorate reimbursement based on the value of the eliminated work compared to the total value of associated contract work.
  2. All restocking and cancellation charges.
  3. A markup for applicable overhead and other indirect costs paid as 7 percent of the contract price of the work actually eliminated.
- (3) If the department partially eliminates or completely eliminates work, the department may pay for, and take ownership of, materials or supplies the contractor has already purchased.

**201.3 Construction**

Correct errata by changing the link from 201.3(14) to 201.3(15).

- (16) Dispose of clearing and grubbing debris before proceeding with grading operations. If the contractor intends to burn debris but cannot secure burning permits on schedule, do not delay removing clearing debris from areas affected by other operations. While waiting to secure burning permits, pile clearing and grubbing debris beyond the limits affected by other work. Do not leave elm debris beyond the limits specified in 201.3(15).

**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.

**440.1 Description**

Correct errata to replace "150 feet of the points of curvature" with "entry and exit curves".

- (2) Profile the final mainline riding surfaces greater than 1500 feet in continuous length. Include bridges, bridge approaches, and railroad crossings in the calculation of IRI. Exclude roundabouts and pavements within their entry and exit curves from the calculation of IRI.

**460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater**

Correct 460.2.8.2.1.3.1 (6) to change the reference from ASTM D4867 to AASHTO T283.

- (6) Also conduct field tensile strength ratio tests according to AASHTO T283 on mixtures requiring an antistripping additive. Test each full 50,000 ton production increment, or fraction of an increment, after the first 5000 tons of production. Perform required increment testing in the first week of production of that increment. If field tensile strength ratio values are either below the spec limit or less than the mixture design JMF percentage value by 20 or more, notify the engineer. The engineer and contractor will jointly determine a corrective action.

**506.2.8.3 Expansion Bearing Assemblies**

Correct errata to update ASTMs and change the specified melting point from 622 +/- 3 to 621 +/- 18 F.

- (6) Use PTFE materials that are virgin polytetrafluoroethylene fluorocarbon resin, unfilled conforming to ASTM D4894. The finished materials shall exhibit the following physical properties:

REQUIREMENT	TEST METHOD	UNFILLED VALUE
Hardness at 78 F	ASTM D2240 Shore "D"	50-65
Tensile strength, psi	ASTM D1708	2800 Min.
Elongation, percent	ASTM D1708	200 Min.
Specific gravity	ASTM D792	2.16 +/- 0.03
Melting point	ASTM D4591	621 +/- 18 F

**514.3.2 Adjusting Floor Drains**

Correct errata by clarifying priming and painting requirements for adjusted floor drains.

- (1) If the plans show or contract specifies, provide new drain frames and inserts. Fabricate, blast clean, and apply a shop coat of primer. Touch up areas of damaged primer after installation with a department-approved organic zinc-rich primer.

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**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.

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**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.
- 

**715.3.1.2.2 Lots by Lane-Feet**

Correct errata ride spec reference from "the special provisions" to "440.3.4.2."

- (1) The contractor may designate slip-formed pavement lots and sublots conforming to the following:
  - Lots and sublots are one paving pass wide and may include one or more travel lanes, integrally placed shoulders, integrally placed ancillary concrete, and pavement gaps regardless of mix design and placement method.
  - Sublots are 1000 feet long for single-lane and 500 feet long for two-lane paving. Align subplot limits with ride segment limits defined in 440.3.4.2. Adjust terminal subplot lengths to match the project length or, for staged construction, the stage length. Ensure that subplot limits match for adjacent paving passes. Pavement gaps do not affect the location of subplot limits.
  - Create lots by grouping 4 to 8 adjacent sublots matching lots created for adjacent paving passes.

**ADDITIONAL SPECIAL PROVISION 7**

- A. Reporting 1<sup>st</sup> 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 Paul Ndon at (414) 438-4584 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 contact Paul Ndon. 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 truckdrivers 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 09/08/2017 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](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
2	02/10/2017
3	02/24/2017
4	03/17/2017
5	03/31/2017
6	04/21/2017
7	04/28/2017
8	06/02/2017
9	06/23/2017
10	07/14/2017
11	07/21/2017
12	07/28/2017
13	08/11/2017
14	08/25/2017
15	09/08/2017

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
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BRWI0004-002 06/01/2016		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.59	21.49
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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
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BRWI0007-002 06/01/2016		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.53	20.95
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BRWI0008-002 06/01/2016		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.98	20.62
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BRWI0011-002 06/01/2016		

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57
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BRWI0019-002 06/01/2016		

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,  
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.98	20.81
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BRWI0034-002 06/01/2015		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.86	17.22
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CARP0087-001 05/01/2016		

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.....	\$ 36.85	18.39
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CARP0252-002 06/01/2016		

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
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00
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CARP0252-010 06/01/2016		

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00
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CARP0264-003 06/01/2016		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11
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CARP0361-004 05/01/2016		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 34.57	18.16
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CARP2337-001 06/01/2016		

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69
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ELEC0014-002 06/01/2017		

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:.....	\$ 33.01	19.69
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* ELEC0014-007 06/05/2017		

REMAINING COUNTIES

Rates	Fringes
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Teledata System Installer  
Installer/Technician.....\$ 25.81 14.01

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).

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ELEC0127-002 06/01/2017

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 38.50	30%+10.57

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ELEC0158-002 06/05/2017

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
Electricians:.....	\$ 31.48	19.18

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ELEC0159-003 06/05/2017

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:.....	\$ 37.75	20.96

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ELEC0219-004 06/01/2016

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 32.38	18.63
Electrical contracts under \$180,000.....	\$ 30.18	18.42

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ELEC0242-005 06/04/2017

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 35.90	25.64

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ELEC0388-002 05/30/2016

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
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Electricians:.....\$ 30.69 26.00% +10.05  
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ELEC0430-002 06/01/2017

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 37.32	21.07

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ELEC0494-005 06/01/2017

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.51	24.42

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ELEC0494-006 06/01/2017

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 32.06	21.88

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ELEC0494-013 06/01/2015

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 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

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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

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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

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 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

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 ENGI0139-005 06/05/2017

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 39.27	22.05
Group 2.....	\$ 38.77	22.05
Group 3.....	\$ 38.27	22.05
Group 4.....	\$ 38.01	22.05
Group 5.....	\$ 37.72	22.05
Group 6.....	\$ 31.82	22.05

#### 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.

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IRON0008-002 06/01/2016

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, OZAUKEE, 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.		

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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

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IRON0498-005 06/01/2016

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 36.29	30.77

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IRON0512-008 05/01/2015

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.50	23.45

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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
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LABO0113-002 06/05/2017		

## MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.80	21.34
Group 2.....	\$ 26.95	21.34
Group 3.....	\$ 27.15	21.34
Group 4.....	\$ 27.30	21.34
Group 5.....	\$ 27.45	21.34
Group 6.....	\$ 23.29	21.34

## 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

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LABO0113-003 06/05/2017

## OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.05	21.34
Group 2.....	\$ 26.15	21.34
Group 3.....	\$ 26.20	21.34
Group 4.....	\$ 26.40	21.34
Group 5.....	\$ 26.25	21.34
Group 6.....	\$ 23.14	21.34

## 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

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LABO0113-011 06/05/2017

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 25.86	21.34
Group 2.....	\$ 26.01	21.34
Group 3.....	\$ 26.21	21.34
Group 4.....	\$ 26.18	21.34
Group 5.....	\$ 26.51	21.34
Group 6.....	\$ 23.00	21.34

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

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LABO0140-002 06/05/2017

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.....	\$ 30.71	21.34
Group 2.....	\$ 30.81	21.34
Group 3.....	\$ 30.86	21.34
Group 4.....	\$ 31.06	21.34
Group 5.....	\$ 30.91	21.34
Group 6.....	\$ 27.34	21.34

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

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LABO0464-003 06/05/2017

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.99	21.34
Group 2.....	\$ 31.09	21.34
Group 3.....	\$ 31.14	21.34
Group 4.....	\$ 31.34	21.34
Group 5.....	\$ 31.19	21.34
Group 6.....	\$ 27.34	21.34

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

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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

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PAIN0108-002 06/01/2016

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 32.74	18.70
Spray & Sandblast.....	\$ 33.74	18.70

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PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,  
SAWYER, ST. CROIX, AND WASHBURN COUNTIES

Rates	Fringes
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PAINTER.....	\$ 24.11	12.15
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PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

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\* PAIN0781-002 06/01/2017

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 30.60	22.80
Brush.....	\$ 30.25	22.80
Spray & Sandblast.....	\$ 31.00	22.80

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\* PAIN0802-002 06/01/2017

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 28.25	17.72

PREMIUM PAY:  
Structural Steel, Spray, Bridges = \$1.00 additional per hour.

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\* PAIN0802-003 06/01/2017

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.....	\$ 24.89	12.05

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\* PAIN0934-001 06/01/2017

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 33.74	18.95
Spray.....	\$ 34.74	18.95
Structural Steel.....	\$ 33.89	18.95

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\* PAIN1011-002 06/01/2017

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 24.86	12.23

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PLAS0599-010 06/01/2017

	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 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

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TEAM0039-001 06/01/2017

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....\$ 27.40		20.48
3 or more Axles; Euclids		
Dumptor & Articulated,		
Truck Mechanic.....\$ 27.55		20.48
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WELL DRILLER.....\$ 16.52		3.70
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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](http://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)).

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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.

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#### 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

**March 2017**

**NOTICE TO BIDDERS  
WAGE RATE DECISION**

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.



## Proposal Schedule of Items

Page 1 of 17

Proposal ID: 20171114006 Project(s): 1670-00-62, 1674-01-72, 1674-01-73, 1674-01-74

Federal ID(s): WISC 2017504, N/A, N/A, 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
0002	203.0200 Removing Old Structure (station) 001. 82+06EB	LS	LUMP SUM	_____.
0004	203.0200 Removing Old Structure (station) 002. 82+06EB	LS	LUMP SUM	_____.
0006	204.0100 Removing Pavement	21,200.000 SY	_____.	_____.
0008	204.0110 Removing Asphaltic Surface	162.000 SY	_____.	_____.
0010	204.0115 Removing Asphaltic Surface Butt Joints	3,200.000 SY	_____.	_____.
0012	204.0120 Removing Asphaltic Surface Milling	31,350.000 SY	_____.	_____.
0014	204.0150 Removing Curb & Gutter	10,000.000 LF	_____.	_____.
0016	204.0155 Removing Concrete Sidewalk	8,551.000 SY	_____.	_____.
0018	204.0165 Removing Guardrail	1,370.000 LF	_____.	_____.
0020	204.0195 Removing Concrete Bases	24.000 EACH	_____.	_____.
0022	205.0100 Excavation Common	14,573.000 CY	_____.	_____.
0024	211.0100 Prepare Foundation for Asphaltic Paving (project) 001. 1674-01-72	LS	LUMP SUM	_____.
0026	211.0100 Prepare Foundation for Asphaltic Paving (project) 002. 1674-01-73	LS	LUMP SUM	_____.
0028	213.0100 Finishing Roadway (project) 001. 1674- 01-72	1.000 EACH	_____.	_____.
0030	213.0100 Finishing Roadway (project) 002. 1674- 01-73	1.000 EACH	_____.	_____.





## Proposal Schedule of Items

Page 2 of 17

Proposal ID: 20171114006 Project(s): 1670-00-62, 1674-01-72, 1674-01-73, 1674-01-74

Federal ID(s): WISC 2017504, N/A, N/A, 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
0032	305.0110 Base Aggregate Dense 3/4-Inch	800.000 TON	_____.	_____.
0034	305.0120 Base Aggregate Dense 1 1/4-Inch	12,330.000 TON	_____.	_____.
0036	312.0110 Select Crushed Material	4,501.000 TON	_____.	_____.
0038	405.0100 Coloring Concrete WisDOT Red	15.000 CY	_____.	_____.
0040	405.1000 Stamping Colored Concrete	15.000 CY	_____.	_____.
0042	416.0270 Concrete Driveway HES 7-Inch	820.000 SY	_____.	_____.
0044	416.0610 Drilled Tie Bars	1,800.000 EACH	_____.	_____.
0046	416.0620 Drilled Dowel Bars	116.000 EACH	_____.	_____.
0048	416.1710 Concrete Pavement Repair	3,000.000 SY	_____.	_____.
0050	416.1720 Concrete Pavement Replacement	425.000 SY	_____.	_____.
0052	440.4410 Incentive IRI Ride	11,078.000 DOL	1.00000	11,078.00
0054	450.4000 HMA Cold Weather Paving	1,315.000 TON	_____.	_____.
0056	455.0605 Tack Coat	4,340.000 GAL	_____.	_____.
0058	460.2000 Incentive Density HMA Pavement	7,100.000 DOL	1.00000	7,100.00
0060	460.5224 HMA Pavement 4 LT 58-28 S	11,070.000 TON	_____.	_____.
0062	465.0120 Asphaltic Surface Driveways and Field Entrances	310.000 TON	_____.	_____.



## Proposal Schedule of Items

Page 3 of 17

Proposal ID: 20171114006 Project(s): 1670-00-62, 1674-01-72, 1674-01-73, 1674-01-74

Federal ID(s): WISC 2017504, N/A, N/A, 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
0064	465.0125 Asphaltic Surface Temporary	660.000 TON	_____.	_____.
0066	465.0315 Asphaltic Flumes	50.000 SY	_____.	_____.
0068	465.0425 Asphaltic Shoulder Rumble Strips 2-Lane Rural	10,270.000 LF	_____.	_____.
0070	465.0475 Asphalt Center Line Rumble Strips 2-Lane Rural	4,600.000 LF	_____.	_____.
0072	502.3210 Pigmented Surface Sealer	912.000 SY	_____.	_____.
0074	509.0301 Preparation Decks Type 1	10.000 SY	_____.	_____.
0076	509.1500 Concrete Surface Repair	5.000 SF	_____.	_____.
0078	509.5100.S Polymer Overlay	4,150.000 SY	_____.	_____.
0080	513.7016 Railing Steel Type C3 (structure) 001. B-56-153	637.000 LF	_____.	_____.
0082	513.7016 Railing Steel Type C3 (structure) 002. B-56-154	637.000 LF	_____.	_____.
0084	601.0120 Concrete Curb Type J	105.000 LF	_____.	_____.
0086	601.0405 Concrete Curb & Gutter 18-Inch Type A	970.000 LF	_____.	_____.
0088	601.0407 Concrete Curb & Gutter 18-Inch Type D	2,010.000 LF	_____.	_____.
0090	601.0409 Concrete Curb & Gutter 30-Inch Type A	470.000 LF	_____.	_____.
0092	601.0411 Concrete Curb & Gutter 30-Inch Type D	4,640.000 LF	_____.	_____.



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Proposal ID: 20171114006 Project(s): 1670-00-62, 1674-01-72, 1674-01-73, 1674-01-74

Federal ID(s): WISC 2017504, N/A, N/A, 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
0094	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	255.000 LF	_____.	_____.
0096	602.0410 Concrete Sidewalk 5-Inch	15,900.000 SF	_____.	_____.
0098	602.0505 Curb Ramp Detectable Warning Field Yellow	470.000 SF	_____.	_____.
0100	606.0200 Riprap Medium	5.000 CY	_____.	_____.
0102	611.0430 Reconstructing Inlets	8.000 EACH	_____.	_____.
0104	611.0666 Inlet Covers Type Z	6.000 EACH	_____.	_____.
0106	611.8110 Adjusting Manhole Covers	9.000 EACH	_____.	_____.
0108	611.8115 Adjusting Inlet Covers	71.000 EACH	_____.	_____.
0110	614.0115 Anchorage for Steel Plate Beam Guard Type 2	1.000 EACH	_____.	_____.
0112	614.0305 Steel Plate Beam Guard Class A	350.000 LF	_____.	_____.
0114	614.0345 Steel Plate Beam Guard Short Radius	50.000 LF	_____.	_____.
0116	614.0390 Steel Plate Beam Guard Short Radius Terminal	1.000 EACH	_____.	_____.
0118	614.0396 Guardrail Mow Strip Asphalt	600.000 SY	_____.	_____.
0120	614.2300 MGS Guardrail 3	440.000 LF	_____.	_____.
0122	614.2500 MGS Thrie Beam Transition	285.000 LF	_____.	_____.
0124	614.2610 MGS Guardrail Terminal EAT	8.000 EACH	_____.	_____.



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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0126	616.0600.S Fence Temporary	100.000 LF	_____.	_____.
0128	618.0100 Maintenance And Repair of Haul Roads (project) 001. 1674-01-72	1.000 EACH	_____.	_____.
0130	618.0100 Maintenance And Repair of Haul Roads (project) 002. 1674-01-73	1.000 EACH	_____.	_____.
0132	619.1000 Mobilization	1.000 EACH	_____.	_____.
0134	620.0200 Concrete Median Blunt Nose	25.000 SF	_____.	_____.
0136	620.0300 Concrete Median Sloped Nose	550.000 SF	_____.	_____.
0138	621.0100 Landmark Reference Monuments	8.000 EACH	_____.	_____.
0140	624.0100 Water	380.000 MGAL	_____.	_____.
0142	625.0500 Salvaged Topsoil	10,600.000 SY	_____.	_____.
0144	628.1104 Erosion Bales	11.000 EACH	_____.	_____.
0146	628.1504 Silt Fence	3,690.000 LF	_____.	_____.
0148	628.1520 Silt Fence Maintenance	750.000 LF	_____.	_____.
0150	628.1905 Mobilizations Erosion Control	20.000 EACH	_____.	_____.
0152	628.1910 Mobilizations Emergency Erosion Control	12.000 EACH	_____.	_____.
0154	628.2006 Erosion Mat Urban Class I Type A	10,600.000 SY	_____.	_____.
0156	628.7005 Inlet Protection Type A	14.000 EACH	_____.	_____.



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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0158	628.7015 Inlet Protection Type C	26.000 EACH	_____.	_____.
0160	628.7020 Inlet Protection Type D	6.000 EACH	_____.	_____.
0162	628.7504 Temporary Ditch Checks	260.000 LF	_____.	_____.
0164	628.7555 Culvert Pipe Checks	6.000 EACH	_____.	_____.
0166	628.7560 Tracking Pads	5.000 EACH	_____.	_____.
0168	628.7570 Rock Bags	65.000 EACH	_____.	_____.
0170	629.0210 Fertilizer Type B	6.720 CWT	_____.	_____.
0172	630.0130 Seeding Mixture No. 30	219.000 LB	_____.	_____.
0174	630.0200 Seeding Temporary	86.000 LB	_____.	_____.
0176	634.0612 Posts Wood 4x6-Inch X 12-FT	8.000 EACH	_____.	_____.
0178	634.0614 Posts Wood 4x6-Inch X 14-FT	57.000 EACH	_____.	_____.
0180	634.0616 Posts Wood 4x6-Inch X 16-FT	99.000 EACH	_____.	_____.
0182	634.0618 Posts Wood 4x6-Inch X 18-FT	6.000 EACH	_____.	_____.
0184	634.0812 Posts Tubular Steel 2x2-Inch X 12-FT	20.000 EACH	_____.	_____.
0186	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	2.000 EACH	_____.	_____.
0188	634.0816 Posts Tubular Steel 2x2-Inch X 16-FT	1.000 EACH	_____.	_____.
0190	637.2210 Signs Type II Reflective H	1,837.820 SF	_____.	_____.



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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0192	637.2215 Signs Type II Reflective H Folding	221.520 SF	_____.	_____.
0194	637.2230 Signs Type II Reflective F	261.750 SF	_____.	_____.
0196	638.2102 Moving Signs Type II	3.000 EACH	_____.	_____.
0198	638.2602 Removing Signs Type II	247.000 EACH	_____.	_____.
0200	638.3000 Removing Small Sign Supports	207.000 EACH	_____.	_____.
0202	638.4000 Moving Small Sign Supports	3.000 EACH	_____.	_____.
0204	642.5401 Field Office Type D	1.000 EACH	_____.	_____.
0206	643.0100 Traffic Control (project) 001. 1674-01-72	1.000 EACH	_____.	_____.
0208	643.0100 Traffic Control (project) 002. 1674-01-73	1.000 EACH	_____.	_____.
0210	643.0300 Traffic Control Drums	116,440.000 DAY	_____.	_____.
0212	643.0410 Traffic Control Barricades Type II	820.000 DAY	_____.	_____.
0214	643.0420 Traffic Control Barricades Type III	14,891.000 DAY	_____.	_____.
0216	643.0500 Traffic Control Flexible Tubular Marker Posts	285.000 EACH	_____.	_____.
0218	643.0600 Traffic Control Flexible Tubular Marker Bases	285.000 EACH	_____.	_____.
0220	643.0705 Traffic Control Warning Lights Type A	29,800.000 DAY	_____.	_____.
0222	643.0715 Traffic Control Warning Lights Type C	30,160.000 DAY	_____.	_____.



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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
0224	643.0800 Traffic Control Arrow Boards	455.000 DAY	_____.	_____.
0226	643.0900 Traffic Control Signs	12,750.000 DAY	_____.	_____.
0228	643.2000 Traffic Control Detour (project) 001. 1674-01-73	1.000 EACH	_____.	_____.
0230	643.3000 Traffic Control Detour Signs	5,600.000 DAY	_____.	_____.
0232	644.1420.S Temporary Pedestrian Surface Plywood	8,700.000 SF	_____.	_____.
0234	644.1601.S Temporary Curb Ramp	16.000 EACH	_____.	_____.
0236	644.1616.S Temporary Pedestrian Safety Fence	9,370.000 LF	_____.	_____.
0238	645.0120 Geotextile Type HR	10.000 SY	_____.	_____.
0240	646.0106 Pavement Marking Epoxy 4-Inch	70,840.000 LF	_____.	_____.
0242	646.0126 Pavement Marking Epoxy 8-Inch	5,400.000 LF	_____.	_____.
0244	647.0166 Pavement Marking Arrows Epoxy Type 2	21.000 EACH	_____.	_____.
0246	647.0206 Pavement Marking Arrows Bike Lane Epoxy	8.000 EACH	_____.	_____.
0248	647.0306 Pavement Marking Symbols Bike Lane Epoxy	8.000 EACH	_____.	_____.
0250	647.0356 Pavement Marking Words Epoxy	3.000 EACH	_____.	_____.
0252	647.0406 Pavement Marking Words Bike Lane Epoxy	17.000 EACH	_____.	_____.
0254	647.0456 Pavement Marking Curb Epoxy	790.000 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
0256	647.0526 Pavement Marking Yield Line Symbols Epoxy 18-Inch	42.000 EACH	_____.	_____.
0258	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	800.000 LF	_____.	_____.
0260	647.0606 Pavement Marking Island Nose Epoxy	41.000 EACH	_____.	_____.
0262	647.0726 Pavement Marking Diagonal Epoxy 12-Inch	280.000 LF	_____.	_____.
0264	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	2,735.000 LF	_____.	_____.
0266	647.0955 Removing Pavement Markings Arrows	46.000 EACH	_____.	_____.
0268	647.0965 Removing Pavement Markings Words	40.000 EACH	_____.	_____.
0270	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	75,850.000 LF	_____.	_____.
0272	649.0402 Temporary Pavement Marking Paint 4-Inch	13,130.000 LF	_____.	_____.
0274	649.0801 Temporary Pavement Marking Removable Tape 8-Inch	4,129.000 LF	_____.	_____.
0276	649.0802 Temporary Pavement Marking Paint 8-Inch	2,275.000 LF	_____.	_____.
0278	649.1100 Temporary Pavement Marking Stop Line 18-Inch	50.000 LF	_____.	_____.
0280	649.1200 Temporary Pavement Marking Stop Line Removable Tape 18-Inch	500.000 LF	_____.	_____.
0282	650.4500 Construction Staking Subgrade	7,505.000 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
0284	650.5000 Construction Staking Base	6,768.000 LF	_____.	_____.
0286	650.5500 Construction Staking Curb Gutter and Curb & Gutter	10,285.000 LF	_____.	_____.
0288	650.8000 Construction Staking Resurfacing Reference	10,400.000 LF	_____.	_____.
0290	650.8500 Construction Staking Electrical Installations (project) 001. 1674-01-72	LS	LUMP SUM	_____.
0292	650.9910 Construction Staking Supplemental Control (project) 001. 1674-01-72	LS	LUMP SUM	_____.
0294	650.9910 Construction Staking Supplemental Control (project) 002. 1674-01-73	LS	LUMP SUM	_____.
0296	650.9920 Construction Staking Slope Stakes	6,768.000 LF	_____.	_____.
0298	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,269.000 LF	_____.	_____.
0300	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	996.000 LF	_____.	_____.
0302	652.0700.S Install Conduit into Existing Item	2.000 EACH	_____.	_____.
0304	652.0800 Conduit Loop Detector	490.000 LF	_____.	_____.
0306	653.0135 Pull Boxes Steel 24x36-Inch	2.000 EACH	_____.	_____.
0308	653.0140 Pull Boxes Steel 24x42-Inch	2.000 EACH	_____.	_____.
0310	653.0900 Adjusting Pull Boxes	1.000 EACH	_____.	_____.
0312	653.0905 Removing Pull Boxes	39.000 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
0314	654.0101 Concrete Bases Type 1	12.000 EACH	_____.	_____.
0316	654.0102 Concrete Bases Type 2	3.000 EACH	_____.	_____.
0318	654.0110 Concrete Bases Type 10	2.000 EACH	_____.	_____.
0320	654.0113 Concrete Bases Type 13	2.000 EACH	_____.	_____.
0322	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH	_____.	_____.
0324	655.0230 Cable Traffic Signal 5-14 AWG	3,154.000 LF	_____.	_____.
0326	655.0260 Cable Traffic Signal 12-14 AWG	2,511.000 LF	_____.	_____.
0328	655.0305 Cable Type UF 2-12 AWG Grounded	1,329.000 LF	_____.	_____.
0330	655.0515 Electrical Wire Traffic Signals 10 AWG	2,819.000 LF	_____.	_____.
0332	655.0610 Electrical Wire Lighting 12 AWG	819.000 LF	_____.	_____.
0334	655.0700 Loop Detector Lead In Cable	3,320.000 LF	_____.	_____.
0336	655.0800 Loop Detector Wire	1,796.000 LF	_____.	_____.
0338	657.0100 Pedestal Bases	8.000 EACH	_____.	_____.
0340	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	3.000 EACH	_____.	_____.
0342	657.0315 Poles Type 4	3.000 EACH	_____.	_____.
0344	657.0405 Traffic Signal Standards Aluminum 3.5- FT	2.000 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
0346	657.0420 Traffic Signal Standards Aluminum 13-FT	2.000 EACH	_____.	_____.
0348	657.0425 Traffic Signal Standards Aluminum 15-FT	4.000 EACH	_____.	_____.
0350	657.0614 Luminaire Arms Single Member 4-Inch Clamp 8-FT	3.000 EACH	_____.	_____.
0352	657.1360 Install Poles Type 13	2.000 EACH	_____.	_____.
0354	657.1530 Install Monotube Arms 30-FT	2.000 EACH	_____.	_____.
0356	657.1540 Install Monotube Arms 40-FT	1.000 EACH	_____.	_____.
0358	657.1545 Install Monotube Arms 45-FT	1.000 EACH	_____.	_____.
0360	657.1808 Install Luminaire Arms Steel 8-FT	4.000 EACH	_____.	_____.
0362	657.1815 Install Luminaire Arms Steel 15-FT	1.000 EACH	_____.	_____.
0364	658.0110 Traffic Signal Face 3-12 Inch Vertical	14.000 EACH	_____.	_____.
0366	658.0115 Traffic Signal Face 4-12 Inch Vertical	12.000 EACH	_____.	_____.
0368	658.0215 Backplates Signal Face 3 Section 12-Inch	14.000 EACH	_____.	_____.
0370	658.0220 Backplates Signal Face 4 Section 12-Inch	12.000 EACH	_____.	_____.
0372	658.0416 Pedestrian Signal Face 16-Inch	6.000 EACH	_____.	_____.
0374	658.0500 Pedestrian Push Buttons	5.000 EACH	_____.	_____.
0376	658.0600 Led Modules 12-Inch Red Ball	14.000 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
0378	658.0605 Led Modules 12-Inch Yellow Ball	12.000 EACH	_____.	_____.
0380	658.0610 Led Modules 12-Inch Green Ball	12.000 EACH	_____.	_____.
0382	658.0615 Led Modules 12-Inch Red Arrow	12.000 EACH	_____.	_____.
0384	658.0620 Led Modules 12-Inch Yellow Arrow	26.000 EACH	_____.	_____.
0386	658.0625 Led Modules 12-Inch Green Arrow	14.000 EACH	_____.	_____.
0388	658.0635 Led Modules Pedestrian Countdown Timer 16-Inch	6.000 EACH	_____.	_____.
0390	658.5069 Signal Mounting Hardware (location) 001. USH 12 & STH 33/136	LS	LUMP SUM	_____.
0392	659.1125 Luminaires Utility LED C	7.000 EACH	_____.	_____.
0394	661.0200 Temporary Traffic Signals for Intersections (location) 001. USH 12 & STH 33/136	LS	LUMP SUM	_____.
0396	661.0200 Temporary Traffic Signals for Intersections (location) 002. USH 12 & Chestnut Street	LS	LUMP SUM	_____.
0398	690.0150 Sawing Asphalt	1,800.000 LF	_____.	_____.
0400	690.0250 Sawing Concrete	13,205.000 LF	_____.	_____.
0402	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	690.000 HRS	5.00000	3,450.00
0404	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	290.000 HRS	5.00000	1,450.00



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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
0406	SPV.0035 Special 001. Concrete Masonry Deck Repair	2.000 CY	_____.	_____.
0408	SPV.0060 Special 001. Temporary Inlet Cover	5.000 EACH	_____.	_____.
0410	SPV.0060 Special 002. Construction Staking Curb Ramp	28.000 EACH	_____.	_____.
0412	SPV.0060 Special 101. Pull Box Non-Conductive 24X36-Inch	4.000 EACH	_____.	_____.
0414	SPV.0060 Special 102. Pull Box Non-Conductive 24X42-Inch	10.000 EACH	_____.	_____.
0416	SPV.0060 Special 103. Remove and Salvage Lighting Unit	6.000 EACH	_____.	_____.
0418	SPV.0060 Special 104. Install Poles Over Height Type 10	2.000 EACH	_____.	_____.
0420	SPV.0060 Special 105. Salvage and Reinstall Traffic Signal Assembly	4.000 EACH	_____.	_____.
0422	SPV.0060 Special 201. Water Valve and Box 8-Inch	14.000 EACH	_____.	_____.
0424	SPV.0060 Special 202. Water Valve and Box 6-Inch	6.000 EACH	_____.	_____.
0426	SPV.0060 Special 203. Cross 8-Inch X 8-Inch	2.000 EACH	_____.	_____.
0428	SPV.0060 Special 204. Tee 8-Inch X 8-Inch	3.000 EACH	_____.	_____.
0430	SPV.0060 Special 205. Tee 8-Inch X 6-Inch	6.000 EACH	_____.	_____.
0432	SPV.0060 Special 206. Reducer 8-Inch	4.000 EACH	_____.	_____.
0434	SPV.0060 Special 207. Bend 8-Inch	6.000 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
0436	SPV.0060 Special 208. Bend 6-Inch	4.000 EACH	_____.	_____.
0438	SPV.0060 Special 209. Sleeve 8-Inch	1.000 EACH	_____.	_____.
0440	SPV.0060 Special 210. Sleeve 6-Inch	4.000 EACH	_____.	_____.
0442	SPV.0060 Special 211. Plug 12-Inch	1.000 EACH	_____.	_____.
0444	SPV.0060 Special 212. Plug 8-Inch	3.000 EACH	_____.	_____.
0446	SPV.0060 Special 213. Pressure Main Offset 8-Inch	1.000 EACH	_____.	_____.
0448	SPV.0060 Special 214. Fire Hydrant	6.000 EACH	_____.	_____.
0450	SPV.0060 Special 215. Connect to Existing Water Main	7.000 EACH	_____.	_____.
0452	SPV.0060 Special 216. Corporation, Curb Stop, Curb Box, and Reconnect 1.5-Inch	1.000 EACH	_____.	_____.
0454	SPV.0060 Special 217. Corporation, Curb Stop, Curb Box, and Reconnect 1-Inch	4.000 EACH	_____.	_____.
0456	SPV.0060 Special 218. Remove and Abandon Existing Fire Hydrant	4.000 EACH	_____.	_____.
0458	SPV.0060 Special 219. Remove and Abandon Existing Valve and Box	16.000 EACH	_____.	_____.
0460	SPV.0060 Special 220. Abandon Existing Water Main	6.000 EACH	_____.	_____.
0462	SPV.0090 Special 001. Sawing Pavement Deck Preparation Areas	120.000 LF	_____.	_____.
0464	SPV.0090 Special 002. Driveway Curb	435.000 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
0466	SPV.0090 Special 004. Removing HMA Pavement Notched Wedge Longitudinal Joint Milling	1,915.000 LF	_____.	_____.
0468	SPV.0090 Special 006. Concrete Curb & Gutter 24-Inch Type D Special	655.000 LF	_____.	_____.
0470	SPV.0090 Special 007. Concrete Curb & Gutter 36-Inch Type A	1,535.000 LF	_____.	_____.
0472	SPV.0090 Special 008. Concrete Curb & Gutter 36-Inch Type D	520.000 LF	_____.	_____.
0474	SPV.0090 Special 101. Removing Electrical Wires from Existing Conduit	2,000.000 LF	_____.	_____.
0476	SPV.0090 Special 221. Water Main Ductile Iron 8-Inch	1,661.000 LF	_____.	_____.
0478	SPV.0090 Special 222. Water Main Ductile Iron 6-Inch	178.000 LF	_____.	_____.
0480	SPV.0090 Special 224. Water Service 1.5-Inch Copper	23.000 LF	_____.	_____.
0482	SPV.0090 Special 225. Water Service 1-Inch Copper	195.000 LF	_____.	_____.
0484	SPV.0105 Special 001. Cleaning Box Culvert, B-56-065			_____.
0486	SPV.0105 Special 103. Remove Traffic Signals (USH 12 & STH 33/136)	LS	LUMP SUM	_____.
0488	SPV.0105 Special 104. Remove Traffic Signal Cable (USH 12 & Chestnut Street)	LS	LUMP SUM	_____.
0490	SPV.0105 Special 105. Containment Collection and Disposal of Waste Materials B-56-0153	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
0492	SPV.0105 Special 106. Containment, Collection and Disposal of Waste Materials B-56-154	LS	LUMP SUM	_____.
0494	SPV.0105 Special 228. Construction Staking Water Main	LS	LUMP SUM	_____.
0496	SPV.0165 Special 230. Utility Insulation 2-Inch Rigid	128.000 SF	_____.	_____.
0498	SPV.0180 Special 001. Cleaning Concrete	1,016.000 SY	_____.	_____.
0500	SPV.0195 Special 231. Imported Granular Fill, Water Main Trenches	200.000 TON	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.





**PLEASE ATTACH SCHEDULE OF ITEMS HERE**