

HIGHWAY WORK PROPOSAL

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

Proposal Number:

13

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Waukesha	2723-00-71	WISC 2018 010	Moorland Road Woods Road to Janesville Road	Local Street

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

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: December 12, 2017 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time September 7, 2018	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 15 %	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 Removals, grading, dense graded base, roundabout, HMA pavement, curb and gutter, concrete sidewalk, storm sewer, detention pond, erosion control, permanent signing, traffic control, pavement marking, street lighting, overhead sign structure.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

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

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

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

Bidder

Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 2723-00-71, Moorland Road, Woods Road to Janesville Road, Local Street, Waukesha 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, 2018 Edition, as published by the department; the Standard Specifications for Sewer and Water Construction in Wisconsin, latest Edition (SSSW) and addendums; 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 (20170615)

2. Scope of Work.

The work under this contract shall consist of removals, grading, dense graded base, roundabout, HMA pavement, curb and gutter, concrete sidewalk, storm sewer, detention pond, erosion control, permanent signing, traffic control, pavement marking, street lighting, overhead sign structure, restoration, 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.

Moorland Road will be closed to through traffic between Woods Road and Princeton Drive during the construction project.

Inform property owners at least 48 hours prior to removing a driveway approach that serves that property. Construct driveway approaches to commercial businesses such that access to the property is provided at all times for the duration of the project. If the closure of a commercial driveway is required, coordinate with the business to determine the best time to close the driveway. Do not close the driveway on Durham Drive at Station 149+60 LT and the driveway on Woods Road at Station 42+00 RT at the same time.

Construct detention basin in Stage 1. Ground water may be encountered during detention basin construction. Control of water and discharge of ground water shall conform to the requirements of local, state, and Federal regulations and will be paid under the Dewatering for Detention Basin Construction bid item. Plant rootstock between May 1 and June 15 as defined in the article Shallow Marsh Rootstock.

Woods Road Closure

Close Woods Road and Durham Drive south of Woods Road to vehicular traffic as shown in the plans in Stage 2 for a onetime only period not to exceed 35 consecutive calendar days to facilitate construction of pavement, base, storm sewer, water main, pavement marking, and signing in July and August 2018.

Do not close Woods Road and Durham Drive south of Woods Road when City of Muskego schools are in session during the regular school year. Woods Road and Durham Drive south of Woods Road cannot be closed to traffic at the same time Princeton Drive and Moorland Road north of Princeton Drive is closed to traffic.

See article Incentive/Disincentive for Interim Completion of Work Woods Road for additional information.

Seal new colored concrete placed at the Woods Road intersection in accordance with the Coloring Concrete WisDOT Red bid item after the completion of Stage 2. Phase concrete sealing operations to allow vehicular access as shown in Stage 3 of the plans. Maintain traffic by conforming to the standard detail drawing for work on shoulder or parking lane for an undivided roadway.

Princeton Drive Closure

Close Princeton Drive and Moorland Road north of Princeton Drive to vehicular traffic as shown in the plans in Stage 3 for a onetime only period not to exceed 30 consecutive calendar days to facilitate construction of pavement, base, storm sewer, mill and overlay, pavement marking, and signing in August and September 2018. Use the existing storm sewer trunk system to maintain drainage and do not remove the existing storm sewer system north of Station 194+50 until the closure of Princeton Drive when the new storm sewer system can be installed.

Princeton Drive and Moorland Road north of Princeton Drive cannot be closed to traffic at the same time Woods Road and Durham Drive south of Woods Road is closed to traffic.

See article Incentive/Disincentive for Interim Completion of Work Princeton Drive for additional information.

Contractor Coordination

Provide an individual to serve as the contractor's sole point of contact for field utility coordination and communication for the duration of the project.

Submit plans for all traffic control changes for review by the engineer and approval a minimum of one week prior to implementation.

Existing loop detectors for Waukesha County traffic signals are located within the existing HMA pavement on northbound Moorland Road between Station 196+75 and Station 199+32. The depth of these facilities is 2 inches to 7 inches. Prior to milling existing asphaltic surface, coordinate construction activities with a call to Diggers Hotline to locate the existing loop detectors in the area as required per statutes. At least three working days prior to the start of milling operations, notify Mr. Bruce Barnes of Waukesha County at (262) 548-7748 to arrange for a watchdog inspector to be present during milling activities. Use caution to ensure the integrity of underground facilities during milling operations. If necessary, work with Waukesha County to repair loop detectors damaged during construction using bid items included in this contract. The contractor shall make corrections within five days of notification by Waukesha County.

All Work Restrictions

Comply with the noise level restrictions as defined in the article Public Convenience and Safety.

When engaged in roadway cleaning operations, use a vacuum-type street sweeper equipped with a power broom, water spray system, and a vacuum collection system to eliminate the dispersion of particulate matter into the atmosphere. Vacuum equipment shall have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere. Sweeping equipment shall have functioning water bars. Dry sweeping is not allowed.

Excavation material and cleared and grubbed material should be stockpiled on upland areas an adequate distance away from wetlands, storm sewer inlets, floodplains, and the waterways as determined by engineer.

Provide the City of Muskego Police Department, City of Muskego Public Works Department, Waukesha County Highway Maintenance, Waukesha County Sheriff's Department, and the engineer with a 24-hour emergency contact number for when maintenance is required.

Northern Long-eared Bat (*Myotis septentrionalis*)

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees. Roosts may have been identified within 150 feet of the project limits. The species and all active roosts are protected by the Federal Endangered Species Act. If

an individual bat or active roost is encountered during construction operations, stop work and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

To avoid adverse impacts upon the NLEBs, no Clearing is allowed between June 1 and July 31, both dates inclusive.

If the required Clearing is not completed by May 31, the department will suspend all clearing and associated work directly impacted by Clearing. The department will issue a notice to proceed with Clearing and associated work directly impacted by clearing after consulting with the United States Fish and Wildlife Service (USFWS).

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

4. Traffic.

Perform the work under this contract in a manner that will interfere as little as possible with active traffic on local streets. Do not park or store vehicles, equipment, or materials on City of Muskego streets adjacent to active traffic except at the time of performance of the work. Materials or equipment may be stored within the right-of-way only at locations meeting the approval of the engineer.

Maintain residential access on the project at all times during construction operations. When residential access must be interrupted, notify the residents a minimum of 48 hours in advance. Reopen all residential access prior to the weekend except as mutually agreed to between the resident, the contractor and the engineer.

Do not close the driveway on Durham Drive at Station 149+60 LT and the driveway on Woods Road at Station 42+00 RT at the same time.

Maintain emergency vehicle access to all properties at all times. Access for residents and emergency vehicles is defined as maintaining a clear path of at least 12 feet wide on 3" Base Aggregate Dense 1 1/4-Inch.

Prior to any traffic control being placed, provide the engineer, the City of Muskego Police Department, City of Muskego Public Works Department, Waukesha County Highway Maintenance, and Waukesha County Sheriff's Department with the name and telephone number of a local person responsible for the emergency maintenance of traffic control.

Coordinate all traffic handling with the engineer. Notify the engineer at least one week in advance of any changes in traffic routing or restrictions.

Place roadway signing as detailed on the plans and in conformance with the Manual on Uniform Traffic Control Devices (MUTCD), latest edition.

Employ such flag person, signs, barricades, and drums as may be necessary to safeguard or protect hazards in the work zone, such as exposed manholes or drop-offs for vehicles and direct traffic at locations where construction operations may interfere or restrict the smooth flow of traffic. Make arrangements and be responsible for the prompt replacement of damaged or dislocated traffic control or guidance signs, day or night.

Stage 1

Close Moorland Road between Woods Road and Princeton Drive to through traffic for the duration of construction. Vehicular and pedestrian detour routes will be posted according to the plans. Stage 1 work can occur during Stage 2 and Stage 3 construction. Work at the Woods Road intersection can begin in advance of Stage 2 as long as vehicular traffic is maintained as shown in the plans for Stage 1.

Stage 2

Close Woods Road and Durham Drive south of Woods Road to vehicular traffic as shown in the plans for a onetime only period not to exceed 35 consecutive calendar days in July and August 2018. Vehicular and pedestrian detour routes will be posted according to the plans.

Do not close Woods Road and Durham Drive south of Woods Road when City of Muskego schools are in session during the regular school year. Woods Road and Durham Drive south of Woods Road cannot be closed to traffic at the same time Princeton Drive and Moorland Road north of Princeton Drive is closed to traffic.

Stage 3

Close Princeton Drive and Moorland Road north of Princeton Drive to vehicular traffic as shown in the plans for a onetime only period not to exceed 30 consecutive calendar days in August and September 2018. Vehicular and pedestrian detour routes will be posted according to the plans.

Princeton Drive and Moorland Road north of Princeton Drive cannot be closed to traffic at the same time Woods Road and Durham Drive south of Woods Road is closed to traffic.

5. Holiday Work Restrictions.

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

- From noon Friday, May 25, 2018 to 6:00 AM Tuesday, May 29, 2018 for Memorial;
- From noon Tuesday, July 3, 2018 to 6:00 AM Thursday, July 5, 2018 for Independence Day;

- From noon Friday, August 31, 2018 to 6:00 AM Tuesday, September 4, 2018 for Labor Day.
- 107-005 (20050502)

6. Utilities.

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

There are underground and overhead utility facilities located within the project limits. There are known utility adjustments 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 statutes. 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.

Bidders are advised to contact each utility company listed in the plans, prior to preparing their bids, to obtain information on the status of existing and any new utility relocation work.

AT&T has existing underground and overhead communication facilities within the project limits. AT&T underground facilities are in the following locations:

Station	To	Station	Offset	Location
148+35	-	151+11	RT	Moorland Road
152+00	-	161+60	RT	Moorland Road
45+12			LT/RT	Woods Road
45+25	-	46+80	LT	Woods Road
166+10	-	176+16	RT	Moorland Road
184+39	-	195+43	RT	Moorland Road
192+80			LT/RT	Moorland Road
192+84	-	195+54	LT	Moorland Road
70+30			LT/RT	Sandalwood Drive
79+04	-	79+25	RT	Princeton Drive
80+55	-	80+68	RT	Princeton Drive

AT&T will relocate, construct and reconstruct underground communications facilities in the project area at the following locations prior to construction. The work is anticipated to take approximately 60 working days starting in October 2017. The remainder of their underground communications facilities will remain in place without adjustment.

- New underground facilities will be installed approximately six feet below finished grade and 12 feet west of the right of way between Station 187+26 and Station 192+80 on the east side of Moorland Road.
- New underground facilities will be bored underneath Moorland Road at Station 192+80 from 74' LT to 44' RT below the existing communications crossing. Between 50' LT and 40' LT, the AT&T cable will be bored at a depth of approximately nine feet below finished grade. At 25' RT, the cable will be bored at a depth of approximately four feet below finished grade.

AT&T also has overhead facilities located on WE Energies poles within the project limits in the following locations:

Station	To	Station	Offset	Location
10+00	-	12+92	LT/RT	Roundabout
151+00	-	161+60	RT	Moorland Road
40+32	-	43+23	LT	Woods Road
44+62	-	46+80	LT	Woods Road

AT&T will transfer existing aerial fiber optic cable located on the east side of Moorland Road between Station 151+00 and Station 154+00 to new WE Energies poles at Moorland Road and Woods Road. Part of this work can be performed outside the schedule of WE Energies. The work is anticipated to take approximately 60 working days starting in October 2017 and will be completed prior to construction.

AT&T will have discontinued facilities within the project limits at the following locations:

- Direct buried 8 fiber optic cable from Station 152+00 RT to Station 154+00 RT will be discontinued.
- A direct buried 900 pair copper cable will be discontinued in place under Woods Road east Moorland Road.
- Direct buried 600 pair copper cable will be discontinued in place crossing Moorland Road at Station 192+80.
- Direct buried 200 pair copper cable will be discontinued in place from Station 187+26 to Station 192+80 RT and crossing Sandalwood Drive at Station 70+30.

Contact Matthew Dinnauer of AT&T at (262) 896-7690, 7 days in advance to coordinate locations and any excavations near their facilities.

City of Muskego (Sanitary Sewer) has sanitary sewer facilities within the project limits. There are sanitary sewer lines in the following locations:

Station	To	Station	Offset	Location
44+75	-	46+80	LT/RT	Woods Road
152+42	-	161+89	RT	Moorland Road
58+75	-	61+37	RT	Candlewood Lane/Durham Place
69+15	-	70+63	RT	Sandalwood Drive

The existing underground sanitary sewer lines will not be in conflict with construction.

There are sanitary manholes in the following locations:

Station	Offset	Location
44+75.66	10.4' LT	Woods Road
152+48.73	49.6' RT	Moorland Road
152+73.88	128.3' LT	Moorland Road
59+24.92	0.4' RT	Candlewood Lane

The existing sanitary manholes located on Woods Road and Candlewood Lane will be adjusted or reconstructed by the contractor during construction using contract bid items.

Contact City of Muskego Engineer Mike Paulos at (414) 266-9086, 7 days in advance to coordinate locations and any excavations near their facilities.

City of Muskego (Water) has underground water main facilities within the project limits at the following locations:

Station	To	Station	Offset	Location
148+35	-	151+02	LT	Moorland Road
10+00	-	12+92	LT/RT	Roundabout
58+75	-	60+22	LT	Candlewood Lane/Durham Place
160+59	-	199+33	RT	Moorland Road
69+15	-	70+63	LT	Sandalwood Drive
79+04	-	80+67	RT	Princeton Drive

Water main will be extended east from the Roundabout along the north side of Woods Road between Station 44+64 and Station 45+51 as shown in the plans by the contractor. A vertical offset of the water main is required along Sandalwood Drive to accommodate storm sewer construction as shown in the plans. The vertical offset will be installed by the contractor during construction using contract bid items. Coordinate in advance and plan operations accordingly.

There are fire hydrants within the project limits at the following locations:

Station	Offset	Location
11+75.96	1.4' RT	Woods Road
148+88.27	52.0' LT	Moorland Road
164+47.39	0.6' RT	Moorland Road

Station	Offset	Location
168+50.78	36.1' RT	Moorland Road
172+49.03	35.7' RT	Moorland Road
176+49.09	36.2' RT	Moorland Road
180+52.45	36.8' RT	Moorland Road
184+49.84	36.4' RT	Moorland Road
188+50.25	26.1' RT	Moorland Road
192+49.86	35.1' RT	Moorland Road
196+41.30	49.1' RT	Moorland Road

The contractor shall relocate hydrant assemblies, valves, valve boxes, tees, and plugs at Woods Road and the new detention pond as shown in the plans and specified herein using contract bid items. The contractor shall remove water main as shown in the plans at Woods Road, the new detention pond, and Sandalwood Drive. The remainder of the fire hydrants will remain in place without adjustment. Water valves within the project limits shall be adjusted by the contractor as shown in the plans and specified herein.

Contact City of Muskego Engineer Mike Paulos at (414) 266-9086, 7 days in advance to coordinate locations and any excavations near their facilities.

Charter Communications has existing underground communications and overhead facilities within the project limits. Charter Communications underground facilities are in the following locations.

Station	To	Station	Offset	Location
148+35	-	149+37	RT	Moorland Road
40+38	-	42+89	LT	Woods Road
44+41	-	45+31	LT	Woods Road
152+07	-	154+69	RT	Moorland Road
152+88			RT	Moorland Road
153+00			RT	Moorland Road
152+06	-	161+60	RT	Moorland Road
153+04	-	160+73	LT	Moorland Road
162+58	-	172+65	RT	Moorland Road
176+50	-	192+83	RT	Moorland Road
192+83			LT/RT	Moorland Road
192+83	-	195+43	RT	Moorland Road
192+83	-	195+54	LT	Moorland Road
199+35			LT/RT	Moorland Road
58+73			LT/RT	Candlewood Lane
67+00	-	69+49	LT	Sandalwood Drive
70+32			LT/RT	Sandalwood Drive
79+04	-	79+25	RT	Princeton Drive
80+55	-	80+68	RT	Princeton Drive

Charter Communications will relocate, construct and reconstruct underground communications facilities in the project area at the following locations prior to construction. Their underground and overhead work, dependent on WE Energies, is anticipated to take approximately 120 working days starting in October 2017. The remainder of their underground communications facilities will remain in place without adjustment.

- A new pedestal will be installed at Station 10+39 LT (Woods Road WB) and underground facilities will be installed from the pedestal to Station 11+19 LT (Woods Road WB).
- New underground facilities will be installed from Station 187+30, 36'RT to Station 191+42, 35'RT on the east side of Moorland Road.
- A new underground facility will be buried jointly with WE Energies crossing Sandalwood Drive at Station 70+47.
- New underground communications will be buried jointly with WE Energies crossing Moorland Road at Station 192+93.

Charter Communications has existing overhead facilities located on WE Energies poles within the project limits at the following locations.

Station	To	Station	Offset	Location
148+00	-	153+34	RT	Moorland Road
40+25	-	46+60	LT	Woods Road

Charter Communications will relocate their overhead facilities to the new WE Energies poles located within the project limits at Durham Drive, Woods Road, and the Roundabout prior to construction. Their underground and overhead work, dependent on WE Energies, is anticipated to take approximately 120 working days starting October 2017.

Charter Communications will have discontinued facilities within the project limits at the following locations:

- Underground 0.5-inch diameter coaxial cable located at the new Roundabout.
- Underground 0.5-inch diameter coaxial cable crossing Moorland Road at Station 192+83.
- Two underground cables crossing Sandalwood Drive at Station 70+32. The cables are 0.625-inch and 0.875-inch in diameter.

Contact Steve Cramer of Charter Communications at (414) 277-4045, 7 days in advance to coordinate locations and any excavations near their facilities.

Midwest Fiber Networks has underground fiber optic facilities within the project limits in the following locations.

Station	To	Station	Offset	Location
148+35	-	151+11	RT	Moorland Road
45+12			LT/RT	Woods Road
152+00	-	161+00	RT	Durham Court
62+30			LT/RT	Durham Place
161+50	-	190+27	RT	Moorland Road
190+27			LT/RT	Moorland Road
190+27	-	199+33	LT	Moorland Road

Midwest Fiber Networks will relocate, construct and reconstruct fiber optic facilities in the project area at the following locations prior to construction. This work is anticipated to take approximately 45 working days starting in August or September 2017. The remainder of their underground fiber optic facilities will remain in place without adjustment.

- Two 1.25-inch HDPE ducts will be directionally bored from Station 161+00, 258' RT to Station 176+63, 38' RT. This facility will generally be located one to three feet inside the right of way along Moorland Road. The bored fiber is expected to be 60 inches deep between Station 161+00 and Station 166+18 and 48-inches deep from Station 166+18 to Station 176+63. The existing fiber located between Station 161+00 and Station 176+63 will be discontinued in place and is expected to be encountered during excavation for the new detention pond. The contractor will remove this existing fiber as needed under the Excavation Common bid item.
- Two 1.25-inch HDPE ducts will be directionally bored across Moorland Road at Station 190+75. The bored fiber is expected to be 108 inches deep. The existing fiber crossing Moorland Road at Station 190+27 will be discontinued in place and is expected to be encountered during storm sewer construction. The contractor will remove this existing fiber as needed under the Excavation Common bid item.

An existing hand hole located at Station 190+27 RT will need to be adjusted by Midwest Fiber Networks during construction to match finished grade. This work is expected to take one day to complete. Contact Jeanne Lisak of Midwest Fiber Networks at (414) 431-0626, 7 days in advance to coordinate locations and any excavations near their facilities.

Waukesha County (Signals) has existing traffic signal facilities at the intersection of Moorland Road with Janesville Road. Existing loop detectors for the traffic signals are located within the existing HMA pavement on northbound Moorland Road between Station 196+75 and Station 199+32. The depth of these facilities is 2 inches to 7 inches. These facilities will remain in place.

Prior to milling existing asphaltic surface, coordinate construction activities with a call to Diggers Hotline to locate the existing loop detectors in the area as required per statutes. At least three working days prior to the start of milling operations, notify Mr. Bruce Barnes of

Waukesha County at (262) 548-7748 to arrange for a watchdog inspector to be present during milling activities. Use caution to ensure the integrity of underground facilities during milling operations. If necessary, work with Waukesha County to repair loop detectors damaged during construction using bid items included in this contract. The contractor shall make corrections within five days of notification by Waukesha County.

WE Energies (Electric) has existing underground and overhead electric facilities within the project limits. WE Energies underground electric facilities are in the following locations:

Station	To	Station	Offset	Location/Notes
148+78	-	149+35	RT	Moorland Road
152+42	-	199+85	RT	Moorland Road
189+96			LT/RT	Moorland Road
192+80			LT/RT	Moorland Road
10+65	-	11+20	LT/RT	Roundabout
44+62	-	46+80	LT/RT	Woods Road
59+06	-	59+45	RT	Candlewood Lane
69+36			LT/RT	Sandalwood Drive
69+15	-	70+30	LT	Sandalwood Drive
70+30			LT/RT	Sandalwood Drive
79+04	-	79+08	RT	Princeton Drive
80+55	-	80+68	RT	Princeton Drive

WE Energies has existing overhead electric facilities within the project limits at the following locations:

Station	To	Station	Offset	Location
148+35	-	151+11	RT	Moorland Road
10+00	-	12+92	LT/RT	Roundabout
152+42	-	161+60	RT	Moorland Road
40+32	-	43+23	LT	Woods Road
44+62	-	46+80	LT	Woods Road

WE Energies will relocate, construct and reconstruct electric facilities in the project area at the following locations prior to construction. This work is anticipated to take approximately 30 working days starting in October 2017. The remainder of their underground and overhead electric facilities will remain in place without adjustment.

- Existing power poles on Woods Road, Roundabout and Moorland Road will be relocated beyond the construction limits.
- The underground facility on the east side of Moorland that is north of the Roundabout will be discontinued and a new buried facility is proposed from Station 10+37, 40' LT (Woods Road WB) to Station 155+08, 57' RT.

- A new underground electric line will be installed between Station 164+82 RT and Station 168+36 RT on Moorland Road at an elevation of approximately 784.00.
- A new duct will be bored across Moorland Road between Station 189+96, 57' LT and Station 189+93, 33' RT at an elevation of approximately 800.00. Contact Bryan Stoehr at (414) 944-5516 at least 3 weeks in advance to arrange for the support of this duct package by WE Energies during storm sewer installation.
- A new duct will be bored across Moorland Road between Station 192+93, 70' LT and Station 192+93, 30' RT.
- A new duct will be bored across Sandalwood Drive at Station 70+47.

WE Energies will have discontinued facilities within the project limits at the following locations:

- Direct buried primary cables on the northeast corner of the Moorland Road intersection with Woods Road.
- Buried duplex cable for street lights at the Moorland Road intersection with Woods Road.
- Buried duplex cable for street lights at the southwest corner of the Moorland Road intersection with Candlewood Lane.
- Direct buried primary cables on Moorland Road between Station 164+82 RT and Station 168+36 RT.
- Direct buried primary cable crossing Sandalwood Drive at Station 70+30.
- Direct buried primary cable crossing Moorland Road at Station 189+96.
- Direct buried primary cable crossing Moorland Road at Station 192+80.

It is imperative that the highway contractor contact WE Energies before removing any electrical underground cables to verify that they have been discontinued and carry no electrical current. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from WE Energies. Call the WE Energies 24-hour Dispatch lines to arrange for this verification. Contact WE Energies Electric Dispatch at 1 (800) 662-4797.

Once the line has been verified by WE Energies to be discontinued per the above paragraph, it is the responsibility of the road contractor to remove and dispose of all sections of the discontinued facility necessary to continue with the project.

As part of the roadway project, City-owned street lighting will be installed at the Moorland Road intersections with Woods Road and Candlewood Lane/Durham Place. Between these two intersections, there are 3 existing street light poles that will be removed by WE Energies during construction. Contact Bryan Stoehr at (414) 944-5516 at least 3 weeks in advance to arrange for the removal of existing street light poles. It is anticipated that the removal of existing street lights will take WE Energies 5 working days to complete. Coordinate in advance and plan operations accordingly.

Existing WE Energies owned lighting at Princeton Drive and Sandalwood Drive will remain in place. The existing buried secondary cable for street lights located in the northwest corner of the Moorland Road intersection with Sandalwood Drive is approximately 24-inches deep. Contact Bryan Stoehr at (414) 944-5516 at least 7 days in advance to allow WE Energies to move the cable during storm sewer installations. Use caution and hand dig to ensure the integrity of the underground street lighting facility.

Contact Bryan Stoehr of WE Energies at (414) 944-5516, 7 days in advance to coordinate locations and any excavations near their facilities.

WE Energies (Gas) has underground gas main facilities within the project limits at the following locations:

Station	To	Station	Offset	Location
148+35	-	199+851	LT	Moorland Road
148+39			LT	Moorland Road
10+00	-	12+91		Roundabout
152+43	-	162+23	LT	Moorland Road
40+32	-	43+23	RT	Woods Road
44+62		46+80	RT	Woods Road
176+07	-	199+33	LT	Moorland Road
69+15	-	69+60	LT	Sandalwood Drive

WE Energies will relocate, construct and reconstruct gas facilities in the project area at the following locations prior to construction. This work is anticipated to take approximately 30 working days between November and December 2017. The remainder of their underground gas facilities will remain in place without adjustment.

- At Woods Road the existing gas main that goes through the proposed roundabout (about 15' west of the existing roadway) will be discontinued from Moorland Road Station 149+19 LT to Station 153+62 LT and Woods Road Station 42+15 RT to Station 46+44 RT.
- A new gas main will be constructed on the west side of Moorland from Station 149+26 LT to Station 150+90 LT and will be placed under the proposed asphaltic path. At Woods Road, the new gas main will continue west 6 feet inside the right-of-way line along the south side of Woods Road and connect to the existing main on Woods Road at Station 42+22 RT. The new gas main facility crosses

Woods Road at Station 42+32 and then run northeast along the existing right-of-way and connects into the existing gas facility at Station 153+62 LT.

- A new gas main crossing will be installed on Moorland Road (Durham Drive) at Station 149+26. This gas main continues north on the east side of Moorland Road until Woods Road at Station 44+63 RT where the gas main continues east along the south side of Woods Road to Station 46+44 RT where it reconnects with the existing facility.
- At Candlewood Lane the existing gas facilities will be discontinued between Station 159+77 LT and Station 162+25 LT.
- A bypass line and new gas facility will be installed under the path on the west side of Moorland Road from Station 159+77 LT to 160+75 LT. This main then continues west two feet inside the right-of-way along the south side of Candlewood Lane, crosses to the north at Station 58+80, and connects to the existing gas facility that is located on the north side of Candlewood Lane.
- Between Station 176+00 LT and Station 191+05 LT, the existing gas main will be discontinued. It is anticipated that this discontinued main will be encountered during storm sewer and water main installations.
- A new gas main will be installed on the north side of Sandalwood Drive from Station 69+25, 27' LT to Station 69+36, 37' LT and continues north along Moorland Road to Station 191+05, 42' LT where it ties into the existing main.
- From Station 193+20 to Station 193+40 the existing gas facility will be moved west to 59' LT in order to avoid the proposed overhead sign support base.

It is imperative that the highway contractor contact WE Energies before removing any gas facilities to verify that they have been discontinued and carry no natural gas. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from WE Energies. Call the We Energies 24-hour Dispatch lines to arrange for this verification. Contact WE Energies Gas Dispatch at 1 (800) 261-5325.

Once the line has been verified by WE Energies to be discontinued per the above paragraph, it is the responsibility of the road contractor to remove and dispose of all sections of the discontinued facility necessary to continue with the project.

Contact Autumn Recore of WE Energies at (414) 423-5071, 7 days in advance to coordinate locations and any excavations near their facilities.
107-065 (20080501)

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

Both the department and City of Muskego personnel will inspect construction of sanitary sewer and water main under this contract. The inspection of daily work will be by City of Muskego personnel. All measurements and inspection records will be submitted to the engineer on a weekly basis. "Buy America" reviews shall be conducted periodically and submitted to the engineer. The testing and acceptance of the sanitary sewer and water main construction will be by the City of Muskego.

105-001 (20140630)

8. Referenced Construction Specifications.

Construct the work enumerated below conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest Edition (SSSW) and addendums. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

Water main, valves, and hydrants

105-002 (20130615)

9. Hauling Restrictions.

Hauling will not be permitted on Durham Drive, Woods Road, Durham Court, Candlewood Lane, Durham Place, Sandalwood Drive, and Princeton Drive.

At all times, conduct operations in a manner that will cause a minimum of disruption to traffic on existing roadways.

10. Public Involvement Meetings.

Participate in department-sponsored public involvement meetings as the engineer requests. Ensure that representatives of subcontractors also participate in those meetings if the engineer requests.

11. Existing Inlet and Manhole Covers.

Existing inlet and manhole covers that are not required to be reused on the project will become the property of the City of Muskego. Return these covers palletized for handling with a forklift. Contact Frank Heinrich, the City of Muskego Public Works Superintendent, at (414) 313-0908 at least 3 business days in advance to coordinate the shipment and drop-off location. The salvaging, palletizing, loading, hauling, and delivery

of the existing inlet and manhole covers are incidental to the items, Adjusting Inlet Covers and Adjusting Manhole Covers.

12. Notice to Contractor – Protecting and Supporting Utilities.

Design, protect and support all water, sewer and other pipes and structures; telephones, cable, fiber optic, communications, conduits, electrical services, gas, pavement, utilities, or other properties, public or private, during the execution of this work.

In the event of any damage or injury to any property as a result of the work under this contract, promptly have the same repaired to the satisfaction of the utility facility at no additional cost to the department.

Existing sub-surface structures in the vicinity of the work to be done are shown on the plans according to the best information available to the department. The department does not, however, guarantee the completeness or accuracy of this information. Any delay or extra cost to the contractor due to encountering structures differing from those shown on the plans shall not constitute a claim for extra payment.

No additional payment will be made for providing design, plans, documents, specifications, and coordination to support various utilities including but not limited to water, sewer, electrical conduits, electrical services, gas, fiber optic, cable, communications, and telephone. Protecting and supporting utilities as described above are considered part of appropriate construction bid item and no additional payment will be made.

13. Notice to Contractor – City of Muskego Landscaping.

The City of Muskego will have a contractor install landscaping items inside the central island of the new roundabout located at the Woods Road intersection concurrently with the work being done under this contract. Coordinate work according to standard spec 105.5. Modifications to the traffic control plan may be required by the engineer to be safe and consistent with adjacent work by others.

Construct the central island mound and install 6-inch topsoil and the 6-foot sod lawn terrace as shown on the plans. Provide a ten business day advance notice to City Forester, Mr. Tom Zagar, at (262) 679-5617; tzagar@cityofmuskego.org of when the roundabout central island will be available for landscaping installations.

Install permanent signing with caution to avoid impacts to landscaping items. Repair damaged areas as directed by the engineer. Coordinate in advance and plan operations accordingly.

14. Erosion Control.

Supplement standard spec 107.20 with the following:

Prepare and submit an Erosion Control Implementation Plan (ECIP) for the project, including borrow sites, material disposal sites, and dewatering according to Chapter TRANS 401 requirements. Erosion control best management practices (BMP's) shown on the plans are at suggested locations. The actual locations shall be determined by the contractor's ECIP and by the engineer. The ECIP shall supplement information shown on the plans and not reproduce it. The ECIP shall identify how to implement the project's erosion control plan. ECIP shall demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-application of topsoil to minimize the period of exposure to possible erosion.

Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide one copy of the ECIP to the department and one copy of the ECIP to the WDNR Liaison (Craig Webster, (262) 574-2141, Craig.Webster@wisconsin.gov). Do not implement the ECIP until it has been approved by the department, and perform all work according to the approved ECIP.

Maintain Erosion Control BMP's until permanent vegetation is established or until the engineer determines that the BMP is no longer required.

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Immediately install perimeter silt fence protection around stockpiles. If stockpiled materials will be left for more than 3 calendar days, install temporary seed and mulch or other temporary erosion control measures the engineer orders.

Re-apply topsoil on graded areas, as designated by the engineer, immediately after grading has been completed within those areas. Seed and erosion mat, or sod, and fertilize all topsoiled areas as designated by the engineer within 3 calendar days after placement of topsoil. If graded areas outside the future pavement are left not completed and exposed for more than 21 calendar days, seed those areas with temporary seed and mulch within 3 calendar days of any disturbance.

Furnish and apply water to seeded/sodded areas. After staking and cleanup, moisten the seed/sod thoroughly by sprinkling with water. Keep all seeded/sodded areas thoroughly moist by watering or sprinkling if rainfall is not sufficient to achieve seed/sod rooting to the earth bed. Water for 30 calendar days after placement, or as the engineer directs. Apply water in a manner to preclude washing or erosion.

Do not pump water from the construction site to a storm water conveyance without the water first passing through a settling basin and sediment bag. Construct temporary settling basins with sediment bags at locations that do not interfere with construction operations in an upland vegetated area or equivalent location approved by the engineer.

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

When performing saw cutting operations, squeegee the saw cut slurry to the curb apron, and remove this material as approved by the engineer. Saw cut slurry, grinding and chipping waste must be collected during the process and not allowed to run or fall unmanaged into wetlands.

Clean out accumulated soil, sediment and debris from the new storm sewer structures and systems before any water or runoff enters them.

15. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from dusk until the following 7:00 AM Monday through Friday, dusk until 8:00 AM Saturday, and dusk until 10:00 AM Sunday unless prior written approval is obtained from the engineer.

107-001 (20060512)

16. 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 and Wisconsin DNR 401 Water Quality Certification for work being performed on this project in or adjacent to wetlands. Copy(s) of the permit and certification letter are available from Kathleen Kramer at kathleen1.kramer@dot.wi.gov, (262) 548-8772.

Comply with the requirements of the permit and certification in addition to requirements of the contract. Perform remedial activities without extra compensation if not in compliance.

17. Dust Control Implementation Plan.

A Description

Develop, update, and implement a detailed Dust Control Implementation Plan (DCIP) for all land-disturbing construction activities and associated impacts both within the project site boundaries and outside the project site boundaries. This article also specifies contract bid items the contractor shall incorporate into their DCIP.

B (Vacant)

C Construction

C.1 General

The contractor is responsible for dust control on the project as specified in standard spec 107.18. Minimize dust emissions resulting from land disturbing activities. Do not generate excessive air borne particulate matter (PM) or nuisance dust conditions. The contractor has direct responsibility for controlling dust at all times throughout the duration of the contract, 24 hours per day, 7 days per week, including non-working hours, weekends, and holidays.

Submit a DCIP to the engineer for review at least 14 calendar days before the preconstruction conference. Coordinate with the department, if requested, to resolve DCIP related issues before the preconstruction conference. The department will either approve the DCIP or request revisions. Do not initiate any land-disturbing activities without the department's approval of the DCIP.

C.2 Dust Control Implementation Plan Contents

Develop a DCIP tailored to the specific needs of the project. Consider potential impacts to businesses and residences adjacent to the job site. Describe in detail all land disturbing, dust generating activities. Identify strategies to prevent, mitigate, and collect excess dust. Establish clear lines of communication with the engineer to ensure that all dust control issues can be dealt with promptly.

The DCIP shall include, but not be limited to, all of the following:

1. A single contact person with overall responsibility for the DCIP development as well as surveillance and remediation of job related dust. Include the following:
 - Name, firm, address, and working-hours phone number.
 - Non-working-hours phone number.
 - Email address.
2. Individual contact persons and their respective areas of responsibility. Include the following:
 - Name, firm, address, and working-hours phone number.
 - Non-working-hours phone number.
 - Email address.
3. A site map locating project features, the job site boundaries, all ingress and egress points, air intakes and other dust-sensitive areas, and all public and private paved surfaces within and immediately adjacent to the job site. Show where specific land disturbing, dust generating activities will occur and, to the extent possible, where the contractor plans to employ various dust control or prevention strategies.
4. A matrix showing, for each anticipated land disturbing, dust generating activity, the following:
 - Preventive measures that will be employed.
 - The applicable contact person.
 - The contractor's timetable and/or surveillance measures used to determine when remediation is required.

- The specific dust control and remediation measures that will be employed. List the specific contract bid items that will be used for payment. Also indicate costs that are incidental to the contract.
 - Both maintenance and cleanup schedules and procedures.
 - How excess and waste materials will be disposed of.
5. A description of how off-site impacts will be monitored and dealt with.

C.3 Updating the Dust Control Implementation Plan

Update the DCIP throughout the term of the contract as the engineer directs. Obtain the engineer's approval for all DCIP alterations. Also obtain the engineer's approval for DCIP routine adjustments for weather, job conditions, or emergencies that will have an impact on payment under the bid items listed in the approved DCIP.

C.4 Dust Control Deficiencies

Correct engineer identified dust control deficiencies within the time the engineer specifies. The engineer will allow from 30 minutes to 24 hours from the time the engineer notifies the contractor in writing of the deficiency. Deficiencies include, but are not limited to, actions or lack of actions resulting in excessive dust, failing to comply with the contractor's dust control implementation plan or associated special provisions, and failing to properly maintain equipment.

D Measurement

The department will measure the various bid items associated with dust control as specified in the applicable measurement subsections of either the standard specifications or other contract special provisions. The department will not measure work performed under a DCIP alteration unless the engineer specifically approves that alteration.

Measurement under the DCIP shall include, but is not limited to, the contract bid items listed below:

623.0200	Dust Control Surface Treatment
624.0100	Water
628.7560	Tracking Pads

The department will measure work completed under other existing contract bid items if approved as a part of the DCIP. The department will consider new bid items to the contract if proposed under the DCIP. The department will not measure work required under the DCIP that is not included in contract bid items.

E Payment

All costs associated with the development and updating of the DCIP are incidental to the contract. The department will pay separately for the work required to implement the actions approved in the DCIP under the contract bid items approved as a part of the DCIP. All other costs associated with work approved under the DCIP are incidental to the contract.

18. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.
107-055 (20130615)

19. Incentive/Disincentive for Interim Completion of Work Woods Road, Item 108.3100.S.0001.

A General

This item shall consist of either an incentive payment or a disincentive pay reduction as specified below for the opening of Woods Road and Durham Drive south of Woods Road and the opening of the residential driveways located on Durham Drive at Station 149+14 RT and Station 149+60 RT.

The contractor shall complete all of the work necessary on Woods Road and Durham Drive south of Woods Road including pavement, shoulders, pavement marking, signs, final paving of the residential driveways located on Durham Drive at Station 149+14 RT and Station 149+60 RT, and other necessary items to open Woods Road and Durham Drive south of Woods Road to one traffic lane in each direction prior to 35 calendar days from the date of closure.

The completion time allowed for this contract is based on an expedited work schedule.

Under this Incentive/Disincentive plan, 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.

Each day shall be defined as a 24 hour period beginning at 12:01 AM.

The maximum incentive payment, as shown on the Schedule of Items, is for department accounting purposes. The actual incentive payment the contractor may receive shall be according to section B of this provision.

Incentive payments will not be considered as part of the money value of the work completed for computing time extensions.

B Incentive Payment

The contractor shall be entitled to an incentive payment for completion of all of the work necessary to open the residential driveways located on Durham Drive at Station 149+14 RT and Station 149+60 RT and open Woods Road and Durham Drive south of Woods Road to one traffic lane in each direction prior to 35 calendar days from the date of closure.

The incentive payment shall be paid at the rate of \$2,070 per calendar day for each day or portion thereof, of completion prior to 35 calendar days from the date of closure. The maximum amount of incentive payment shall not exceed \$20,700.

C Disincentive Pay Reduction

Should the contractor fail to complete all of the work necessary to open the residential driveways located on Durham Drive at Station 149+14 RT and Station 149+60 RT and open Woods Road and Durham Drive south of Woods Road to one traffic lane in each direction prior to 35 calendar days from the date of closure, the contractor shall be liable to the department for a pay reduction in the amount of \$2,070 per day or portion thereof, for each calendar day after 35 calendar days from the date of closure that work remains incomplete.

If contract time expires before completing all work specified in the contract, additional liquidated damages according to standard spec 108.11 will be affixed in addition to the disincentive pay reduction.

D Measurement and Payment

Incentive/Disincentive for interim Completion of Work will be measured by the calendar day and will be paid for at the contract unit price per calendar day.

The unit price per day based on the incentive pay adjustment shall be compensation in full for completing the work as hereinbefore specified.

The unit price per day based on the disincentive pay reduction shall be assessed for failing to complete all the work as hereinbefore specified.

20. Incentive/Disincentive for Interim Completion of Work Princeton Drive, Item 108.3100.S.0002.

A General

This item shall consist of either an incentive payment or a disincentive as specified below for the opening of Princeton Drive and Moorland Road north of Princeton Drive.

The contractor shall complete all of the work necessary on Princeton Drive and Moorland Road north of Princeton Drive including pavement, all asphaltic surface milling, all HMA pavement overlays, pavement marking, signs, and other necessary items to open Princeton Drive and Moorland Road north of Princeton Drive to one traffic lane in each direction prior to 30 calendar days from the date of closure.

The completion time allowed for this contract is based on an expedited work schedule.

Under this Incentive/Disincentive plan, 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.

Each day shall be defined as a 24 hour period beginning at 12:01 AM.

The maximum incentive payment, as shown on the Schedule of Items, is for department accounting purposes. The actual incentive payment the contractor may receive shall be according to section B of this provision.

Incentive payments will not be considered as part of the money value of the work completed for computing time extensions.

B Incentive Payment

The contractor shall be entitled to an incentive payment for completion of all of the work necessary to open Princeton Drive and Moorland Road north of Princeton Drive to one traffic lane in each direction prior to 30 calendar days from the date of closure.

The incentive payment shall be paid at the rate of \$2,070 per calendar day for each day or portion thereof, of completion prior to 30 calendar days from the date of closure. The maximum amount of incentive payment shall not exceed \$20,700.

C Disincentive Pay Reduction

Should the contractor fail to complete all of the work necessary to open Princeton Drive and Moorland Road north of Princeton Drive to one traffic lane in each direction prior to 30 calendar days from the date of closure, the contractor shall be liable to the department for a pay reduction in the amount of \$2,070 per day or portion thereof, for each calendar day after 30 calendar days from the date of closure that work remains incomplete.

If contract time expires before completing all work specified in the contract, additional liquidated damages according to standard spec 108.11 will be affixed in addition to the disincentive pay reduction.

D Measurement and Payment

Incentive/Disincentive for interim Completion of Work will be measured by the calendar day and will be paid for at the contract unit price per calendar day.

The unit price per day based on the incentive pay adjustment shall be compensation in full for completing the work as hereinbefore specified.

The unit price per day based on the disincentive pay reduction shall be assessed for failing to complete all the work as hereinbefore specified.

21. Removing Apron Endwall, Item 204.9060.S.0001.

A Description

This special provision describes removing apron endwall according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Apron Endwall as each unit, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.0001	Removing Apron Endwall	EACH

stp-204-025 (20150630)

22. Excavation Common.

Add the following to standard spec 205.2.2:

Remove concrete obstructions and existing concrete masonry headwalls located at the ends of drainage pipes beneath the residential driveways on Durham Drive at Station 149+14 RT and Station 149+60 RT under the Excavation Common bid item. Removal and disposal of concrete obstructions and concrete masonry headwalls are incidental to the item, Excavation Common.

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://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/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. ^{[1] [2]}
> 6000 tons and ≤ 9000 tons	One stockpile and Three placement tests ^[3] [4] [5]

^[1] 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.

^[2] 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.

^[3] 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.

^[4] For 3-inch material or lift thickness of 3-inch or less, obtain samples at load-out.

^[5] 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:
 1. 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 ^[1]
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

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

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

B.3 Laboratory

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

Materials Management Section

3502 Kinsman Blvd.

Madison, WI 53704

Telephone: (608) 246-5388

<http://wisconsin.dot.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 (20170615)

24. Coloring Concrete WisDOT Red, Item 405.0100.

This special provision describes coloring concrete WisDOT Red for incorporation full-depth in work constructed under other contract bid items. Conform to standard spec 405 as modified in this special provision.

Replace standard spec 405.2.1.2(1) with the following:

- (1) Furnish an easily removable liquid membrane-forming clear dissipating curing compound conforming to ASTM C309, Type 1. The curing compound shall not preclude the application of a concrete sealant after its removal.

Furnish a clear penetrating concrete sealant that is non-yellowing. Acceptable products include Baracade Silane 40 from The Euclid Chemical Company, SpecSilane 40 WB from SpecChem, Tri-Siloxane 290 Final Seal from TK Products, or approved equal.

Replace standard spec 405.3.1(1) with the following:

- (1) Construct work incorporating colored concrete conforming to contract specifications under the associate bid items except cure with clear dissipating curing compound and use only non-chloride admixtures as specified in 405.2.

Replace standard spec 405.3.1(6) with the following:

- (6) Protect colored concrete from premature drying and excessive cold or hot temperatures by promptly applying clear dissipating curing compound according to the manufacturer's recommendations. Do not allow plastic sheeting to come in contact with colored concrete.

Remove the dissipating curing compound 30 calendar days after application according to the manufacturer's recommendations. At a minimum, the cleaning should consist of a 3000 psi water blast. Hold the nozzle of the water blaster approximately 6 inches from the concrete surface and move it continuously in a sweeping motion. Give special attention to smooth concrete surfaces to produce an acceptable surface texture. Correct any surface problems resulting from the surface preparation methods. Grit blasting of the concrete surface is not allowed.

Prior to sealing the colored concrete, clean all concrete surfaces to be sealed to ensure that the surface is free of all laitance, dirt, dust, grease efflorescence, and any foreign material in order to accept the sealant according to product requirements.

Apply the penetrating concrete sealant to colored concrete according to the manufacturer's recommendation. Distribute material evenly.

Replace standard spec 405.5(2) with the following:

- (2) Payment for the Coloring Concrete bid items under this section is full compensation for developing mix designs and providing sample panels or test slabs; for furnishing pigments; for special construction procedures required under standard spec 405.3; for furnishing and applying dissipating curing compounds and clear sealants; for furnishing all concrete surface cleaning, removal of dissipating curing compounds, and water blasting; for correcting surface problems; for removing test slabs, restoring the site, and disposing of waste material; and for other costs associated with coloring the concrete.

25. QMP HMA Pavement Nuclear Density.

A Description

Replace standard spec 460.3.3.2 (1) and standard spec 460.3.3.2 (4) with the following:

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
 1. Selection of test sites.
 2. Testing.
 3. Necessary adjustments in the process.
 4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures. Obtain the CMM from the department's web site at:
<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>
- (4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:

<http://www.atwoodsystems.com/mrs>

B Materials

B.1 Personnel

- (1) Perform HMA pavement density (QC, QV) testing using a HTCP certified nuclear technician I, or a nuclear assistant certified technician (ACT-NUC) working under a certified technician.
- (2) If an ACT is performing sampling or testing, 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.2 Testing

- (1) Conform to ASTM D2950 and CMM 8.15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter position. Perform each test for 4 minutes of nuclear gauge count time.

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges from the department's approved product list at <http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>.
- (2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.
- (3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:
Materials Management Section
3502 Kinsman Blvd.
Madison, Wisconsin 53704
Telephone: (608) 243-5998

B.3.2 Comparison of Nuclear Gauges

B.3.2.1 Comparison of QC and QV Nuclear Gauges

- (1) Select a representative section of the compacted pavement prior to or on the first day of paving for the comparison process. The section does not have to be the same mix design.
- (2) Compare the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the comparison on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.

- (3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft³. Measure and record the density on the 5 additional test sites for each gauge.
- (4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft³ and repeat comparison process from B.3.2.1 (2).
- (5) Furnish one of the QC gauges passing the allowable comparison tolerances to perform density testing on the project.

B.3.2.2 Comparison Monitoring

- (1) After performing the gauge comparison specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project. Perform comparison monitoring of the QC, QV, and all back-up gauges at the project reference site.
- (2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.
- (3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft³ of its reference value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge from the project if the 5-test average is not within 1.5 lb/ft³ of its reference value established in B.3.2.2(2).
- (4) Maintain the reference site test data for each gauge at an agreed location.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.
- (3) A sublot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day's paving.

- (4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full subplot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate subplot for that partial quantity.
- (5) Randomly select test locations for each subplot as specified in CMM 8.15 prior to paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests prior to opening the roadway to traffic.
- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

Lane Width	No. of Tests	Transverse Location
5 ft or less	1	Random
Greater than 5 ft to 9 ft	2	Random within 2 equal widths
Greater than 9 ft	3	Random within 3 equal widths

Table 1

B.4.1.2 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts

- (1) A lot represents a combination of the total daily tonnage for each layer and target density.
- (2) Each side road, crossover, turn lane, ramp, and roundabout must contain at least one subplot for each layer.
- (3) If a side road, crossover, turn lane, or ramp is 1500 feet or longer, determine sublots and random test locations as specified in B.4.1.1.
- (4) If a side road, crossover, turn lane, or ramp is less than 1500 feet long, determine sublots using a maximum of 750 tons per subplot and perform the number of random tests as specified in Table 2.

Side Roads, Turn Lanes, Crossovers, Ramps, Roundabouts: Sublot/Layer tonnage	Minimum Number of Tests Required
25 to 100 tons	1
101 to 250 tons	3
251 to 500 tons	5
501 to 750 tons	7

Table 2

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

- (1) Calculate the average subplot densities using the individual test results in each subplot.

- (2) If all subplot averages are no more than one percent below the target density, calculate the daily lot density by averaging the results of each random QC test taken on that day's material.
- (3) If any subplot average is more than one percent below the target density, do not include the individual test results from that subplot when computing the lot average density and remove that subplot's tonnage from the daily quantity for incentive. The tonnage from any such subplot is subject to disincentive pay according to standard spec 460.5.2.2.

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

- (1) Determine the pavement density as specified in B.4.2.1.

B.4.2.2.2 Width of 5 Feet or Less

- (1) If all subplot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.
- (2) If a subplot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

B.4.2.3 Side Roads, Turn Lanes, and Roundabouts

- (1) Determine the pavement density as specified in B.4.2.1.

B.4.2.4 Documentation

- (1) Document QC density test data as specified in CMM 8.15. Provide the engineer with the data for each lot within 24 hours of completing the QC testing for the lot.

B.4.3 Corrective Action

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted subplot. Testing in a previously accepted subplot will not be used to recalculate a new lot density.

- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be according to standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
- (6) If 2 consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft³ of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft³ after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's verification and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform the independent assurance review according to the department's independent assurance program.

B.6 Dispute Resolution

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge comparison according to B.3.2.1.
- (2) The testers may use comparison monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.
- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV subplot density test results or retesting of the subplot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
- (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

B.7 Acceptance

- (1) The department will not accept QMP HMA Pavement Nuclear Density if a non-compared gauge is used for contractor QC tests.

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to the 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.

E.2 Disincentive for HMA Pavement Density

- (1) The department will administer density disincentives according to standard spec 460.5.2.2.

E.3 Incentive for HMA Pavement Density

- (1) The department will administer density incentives according to standard spec 460.5.2.3.
stp-460-020 (20161130)

26. Adjusting Manhole Covers.

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

Revise standard spec 611.3.7 by deleting the last paragraph.

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

If the manhole frame is higher than the adjacent pavement, the two measurements shall be made at each end of the straightedge. These two measurements shall be averaged. The same criteria for acceptance and payment as above, shall apply.
stp-611-005 (20030820)

27. Pipe Grates, Item 611.9800.S.

A Description

This special provision describes furnishing and installing pipe grates on the ends of pipes as shown in the plans, and as hereinafter provided.

B Materials

Furnish steel conforming to the requirements of standard spec 506.2.2.1. Furnish steel pipe conforming to the requirements of standard spec 506.2.3.6.

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

C Construction

Repair pipes, rods, angles and brackets on which the galvanized coating has been damaged according to the requirements of AASHTO M36M.

D Measurement

The department will measure Pipe Grates in units of work, where one unit is one grate, completed and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.9800.S	Pipe Grates	EACH

Payment is full compensation for furnishing and installing all materials; and for drilling and connecting grates to pipes.
stp-611-010 (20030820)

28. Insulation Board Polystyrene, 2-Inch, Item 612.0902.S.0001.**A Description**

This special provision describes furnishing and placing polystyrene insulation board as shown on the plans and as hereinafter provided.

B Materials

Provide polystyrene insulation board that conforms to the requirements for Extruded Insulation Board, AASHTO Designation M230, except as hereinafter revised.

Delete flammability requirement.

B.1 Certification

Before installation, obtain from the manufacturer a certification indicating compliance and furnish it to the engineer.

C (Vacant)**D Measurement**

The department will measure Insulation Board Polystyrene (size) by area in square yards of work, completed and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
612.0902.S.0001	Insulation Board Polystyrene 2-Inch	SY

Payment is full compensation for furnishing all excavation; and for furnishing and placing the insulation board.
stp-612-005 (20030820)

29. Fence Safety, Item 616.0700.S.

A Description

This special provision describes furnishing and installing a plastic fence at locations shown on the plans and as hereinafter provided.

B Materials

Furnish notched conventional metal “T” or “U” shaped fence posts.

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

C Construction

Drive posts into the ground 12 to 18 inches. Space posts at 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.

Overlap two rolls at a post and secure with wire ties.

D Measurement

The department will measure Fence Safety by the linear foot along the base of the fence, center-to-center of posts, 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
616.0700.S	Fence Safety	LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion.

stp-616-030 (20160607)

30. Removing Signs Type II.

Replace standard spec 638.3.4 (2) with the following:

Aluminum type II signs are the City of Muskego's property. Return these signs palletized for handling with a forklift. Contact Frank Heinrich, the City of Muskego Public Works Superintendent, at (414) 313-0908 at least 3 business days in advance to coordinate the shipment and drop-off location. The removing, palletizing, loading, hauling, and delivery of these signs are incidental to the item, Removing Signs Type II.

31. Sign Post Box-Outs.

Prior to placing concrete, review the Signing Plan to determine the locations of Sign Post Box-Outs. The labor and materials associated with construction of Sign Post Box-Outs for permanent signs will be incidental to the bid items for Posts Tubular Steel.

32. Rootstock Protection, Item SPV.0005.0005.

A Description

This special provision describes furnishing, installing, and maintaining rootstock protection according to the plan, and as directed by the engineer.

B Materials

Use posts consisting of 1 inch by 2 inch by 5 foot wooden stakes. Use cross members consisting of biodegradable, natural organic fiber bailing twine.

C Construction

Install rootstock protection prior to the rootstock planting. Maintain rootstock protection through the life of the contract, as needed, or within 24 hours of notification by the engineer.

Install posts at a minimum of 2 feet into the ground. Install rootstock protection in such a manner as to provide a grid-like pattern 10 feet by 20 feet through the area of the rootstock plantings. Extend the perimeter of the rootstock protection a minimum of 5 feet in all directions beyond the limits of the rootstock plantings. Attach bailing twine for cross members to all posts as shown in the plan. Attach bailing twine to the posts using knots or any other means approved by the engineer such that no more than 3 cross members may be affected if any one cross member breaks or becomes unattached. Attach bailing twine to all intermediate posts by means approved by the engineer.

D Measurement

The department will measure Rootstock Protection by the acre, acceptably completed within the designated limits.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0005.0005	Rootstock Protection	ACRE

Payment is full compensation for furnishing all materials, installing all posts and cross members, disposal of surplus materials, and maintaining the Rootstock Protection through the life of the contract.

33. Detention Basin Clay Lining, Item SPV.0035.0081.

A Description

This section describes undercutting, furnishing and installing clay lining to the interior surfaces of the detention basin.

B Materials

The clay material can be acquired on site or be furnished by the contractor from a borrow site. The contractor shall submit laboratory test results of the clay lining material from onsite or borrow source(s) documenting that the clay meets or exceeds the clay material specifications prior to the start of lining construction and prior to bringing borrow to the site. The laboratory tests shall be conducted on clay material from on site or borrow areas at the frequency listed below and be performed according to ASTM standard methods as listed below. The test results shall be submitted to the engineer for review and approval prior to construction. The following tests are required:

- A minimum of 50 percent by weight which passes the 200 sieve.
- Liquid Limit (LL): 22 percent or greater.
- Plasticity Index (PI): 12 percent or greater.

Clay not meeting these three requirements shall be removed and disposed of by the contractor without additional payment.

In addition to the three above testing requirements, the contractor shall provide additional test results for any clay furnished to be used for informational purposes. These testing results are listed below.

Reference standards are listed as follows:

American Society for Testing and Materials (ASTM):

- ASTM D698 Test for Moisture-Density Relations of Soils and Soil Aggregate Mixtures Using 5.5 lb Rammer and 12 in. Drop (Standard Proctor).
- ASTM D2922 Test for Density of Soil In Place by Nuclear Method (Shallow Depth).

- ASTM D1140 Test Method for Amount of Materials in Soils Finer than the No. 200 Sieve.
- ASTM D4318 Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- ASTM D2487 Classification of Soils for Engineering Purposes.
- ASTM D5084 Measurement of Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter

American Association of State Highway and Transportation Officials (AASHTO)

- AASHTO T-88 Particle Size Analysis of Soils

Table of Testing for Clay

Test	<u>Number of Required Tests</u>		
	One Borrow Source Only and Also For Onsite Clay	Multiple Borrow Sources	Minimum Requirement
Grain Size Analysis (AASHTO T-88)	3 (Total)	1 test/2,500 cy or less/site ^(a)	≥ 50% by Wt. Passing 200 Sieve
Hydrometer Analysis (AASHTO T-88)	3 (Total)	1 test/2,500 cy or less/site ^(a)	Info. Only
Atterberg Limits (ASTM D4318)	3 (Total)	1 test/2,500 cy or less/site ^(a)	LL ≥ 22% PI ≥ 12%
USCS Classification (ASTM D2487)	3 (Total)	1 test/2,500 cy or less/site ^(a)	Info. Only
Standard Proctor Analysis 5-Point Curve (Minimum) (ASTM D698)	2 (Total)	1 test/10,000 cy or less/site ^(b)	Info. Only
Permeability Test (ASTM D5084) (use falling head method)	2 (Total)	1 test/10,000 cy or less/site ^(b)	1 x 10 ⁻⁷ cm/sec (maximum)

^(a) For each clay borrow site to be used, one test shall be performed and provided to engineer for each 2,500 cubic yards or less of clay to be obtained from each of the borrow sources.

(b) For each clay borrow site to be used, one test shall be performed and provided to engineer for each 10,000 cubic yards or less of clay to be obtained from each of the borrow sources.

C Construction

C.1 Clay Lining Placement

C.1.1 Detention Basin Subgrade

The detention basin subgrade shall be compacted to a minimum compaction of 95 percent of Standard Proctor Maximum Density (ASTM D698) prior to placing any required detention basin lining material.

C.1.2 Erosion Protection

The detention basin lining shall not be placed until after all adjacent site grading has been completed and only after silt fence has been installed completely around the perimeter of the detention basin.

C.1.3 Clay Lining

After the rough grading is complete, the contractor shall undercut, place and compact approved clay material in four 6-inch lifts for a total compacted thickness of two feet, including a height of one foot above the normal detention basin elevation.

Contractor shall notify the engineer at least three days prior to start of placing clay lining.

Lift thickness shall be 6 inches maximum after compaction.

Clay lining shall be a minimum of two feet thick measured perpendicular to the surface.

Compact clay to a minimum of 98% Standard Proctor Maximum Density (ASTM D698) with a sheepfoot roller or other suitable equipment.

Placement of each lift shall not proceed until all required clay testing and documentation has been completed for the previous lift.

The moisture content of the clay during placement shall be:

- No drier than 1 % below the optimum moisture content as determined by ASTM D698.
- No wetter than 3% above the optimum moisture content as determined by ASTM D698.

Excessively dry or wet clay soil shall be properly moisture-conditioned to within the above range of values.

Provide all equipment necessary to adjust clay to the proper moisture content for compaction.

The maximum permeability of constructed clay lining material and tested under Section B shall be 1×10^{-7} cm/sec.

The contractor is responsible for construction of the clay lining per the plans. If the in-place clay lining fails to meet the requirements of this section, the contractor shall be responsible for the following:

- Removing and replacing or reworking any portion of the clay lining not meeting the project specifications until project specifications are met.
- The contractor shall not be compensated for removing, replacing and reworking clay lining not meeting the specification requirements.

C.1.4 Testing of Constructed Soils

As construction of the clay lining proceeds, the contractor will provide the following on-site quality control testing:

- Record thickness of clay lining, for a minimum of 5 locations spread across the pond.
- Density testing (ASTM D2922) on compacted clay liner. One test per lift (minimum) or one test for every 25,000 sq. ft. of lift constructed, whichever is greater.
- Contractor will provide a person certified as a HTCP Grading Technician I and Nuclear Density Technician I. HTCP certified person will perform all necessary sampling, testing, data analysis and documentation during all Pond Liner Clay placement and compaction.
- One Standard Proctor (ATM D698) for each soil type used but no less than one Proctor analysis for each 5,000 cubic yards of clay placed.
- After the lining is placed and compacted, one Shelby tube sample and bulk sample shall be retrieved and analyzed for the following:
 - Grain size distribution and hydrometer analysis.
 - Moisture content.
 - Dry density.
 - Atterberg Limits.
 - Permeability.
- Contractor shall provide department all testing results and recorded documentation as they become available, with a final submittal of all materials within 30 days after completion of the pond.

The department reserves the right to provide additional quality assurance measures. To this end the contractor shall provide the following:

- Access for on-site testing, inspection, and documentation.
- Machinery required to grade/blade density test locations.
- Machinery required to obtain undisturbed clay samples (i.e., with Shelby tubes).
- Replace and recompact clay material removed for testing purposes.

C.1.5 Detention Basin Dewatering

The phreatic groundwater surface is above the planned bottom elevation of the pond. The contractor is responsible for the temporary lowering of the water table to 2 feet below the clay liner below the detention basin bottom during construction and testing of the detention basin as described in article Dewatering for Detention Basin Construction in these special provisions.

D Measurement

The department will measure Detention Basin Clay Lining by the cubic 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.0035.0081	Detention Basin Clay Lining	CY

Payment is full compensation for furnishing, undercutting for clay lining, excavation, hauling all excavated materials, placing compacting the detention basin clay lining, and all associated testing.

34. Shallow Marsh Rootstock, Item SPV.0060.0005.

A Description

This special provision describes furnishing and planting wetland herbaceous plant rootstock of the species specified, complete in the shallow marsh as designated on the plans or as directed by the engineer.

B Materials

Plant materials shall be nursery-grown stock, not wild-collected. Plant materials shall be obtained from an area not to exceed 150 linear miles from the project site and within the State of Wisconsin. Plants must be healthy, 1 to 2 years old, and have well-developed root systems. Plants that show evidence of mold, rot, freezing, or frost damage will be rejected. If a specified rootstock cannot be obtained, submit verification to the engineer. Substitutions may be made after approval of the engineer and wetland ecologist.

Shallow Marsh Planting Zone (0.11 Acre);

Scientific Name	Common Name	<u>Detention Basin</u>
<i>Scirpus atrovirens</i>	green bulrush	20
<i>Scirpus fluviatilis</i>	river bulrush	100
<i>Scirpus validus</i>	soft stem bulrush	15
<i>Sparganium eurycarpum</i>	giant bur reed	<u>15</u>
Total		150

C Construction

C.1 General

Install plants in the shallow marsh prior to any seeding and mulching operations and within the specified planting periods. Minimize disturbance of the shallow marsh. Provide the engineer with 5 working days' notice of the intended date of delivery of rootstock to the project site. Present all rootstock to the engineer for inspection and partial acceptance prior to planting.

C.2 Care

Handle and pack all rootstock to prevent damage. Keep the rootstock moist and cool prior to planting. Do not disturb freshly installed plants with subsequent activities. Properly care for all plants, from the time of planting until final acceptance of the work under the contract.

C.3 Timing of Planting

Install wetland rootstock on the day of delivery at the project site. In the event that this is not possible, temporarily store plants by placing them in a well-ventilated, cool, shaded, moist storage space. This storage period shall not exceed 48 hours. Plant rootstock between May 1 and June 15.

C.4 Planting Layout

Install plants at a density of approximately 1300 plants per acre (spacing approximately one plant per 3 feet) as shown on the plans or as directed by the engineer.

C.5 Planting Method

Install plants by hand with the use of a tree spud or other comparable method, or as directed by the engineer.

D Measurement

The department will measure Shallow Marsh Rootstock by the number of plants, complete in place and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0005	Shallow Marsh Rootstock	EACH

Payment is full compensation for furnishing, delivering, storing, and planting the plants and for performing all necessary work such as excavating plant holes, anchoring rootstock, performing necessary care, such as trimming, and required replacements pending acceptance.

35. Plaques Sequence Identification, Item SPV.0060.0011.

A Description

This special provision describes furnishing and installing Plaques Sequence Identification.

B Materials

Materials shall be provided per the standard detail drawing for Identification Plaques Light Poles.

C Construction

Installation shall be provided per the standard detail drawing for Identification Plaques Light Poles. The color scheme as detailed in the standard detail drawing for Identification Plaques Light Poles shall be followed.

D Measurement

The department will measure Plaques Sequence Identification as each individual unit is 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.0060.0011	Plaques Sequence Identification	EACH

Payment is full compensation for furnishing and installing all plaques, including accessories and hardware necessary to install the plaques in workable first class condition.

36. LED Roadway Luminaire, Item SPV.0060.0012.

A Description

This special provision describes furnishing and installing LED Roadway Luminaire.

B Materials

Furnish LED Roadway Luminaire from the list below. The luminaire housing shall be all aluminum with factory finished durable corrosion and UV resistant gray/aluminum finish. Housing access shall be tool-free. The Luminaire/arm mounting configuration shall fit the specified pole fitter being used per the plan. The luminaire shall be UL listed, IP 66 rated and RoHS compliant for lead and mercury standards.

The luminaire shall be equipped with a 10KV surge protection. Surge protection shall be tested according to ANSI/IEEE C62.45 per ANSI/IEEE C62.42.2 scenario 1 category C high exposure 10KV/10VA waveforms.

LED lamps shall be in the 4000K color temperature range with a minimum of 70 CRI. A NEMA wattage label shall be fixed to the bottom of the luminaire.

The luminaire shall be equipped with a voltage-sensing LED driver, to accommodate 120-277V with 90% power factor and THD 20% max at full load. LED driver shall be a Zitanium Continuous Lumen Output (CLO) driver. Setting shall be 0.80.

Each luminaire shall be furnished with an ANSI C136.40 compliant, 5-prong, locking type, photo control receptacle. A rain tight shorting cap shall be provided and installed.

The acceptable luminaires are listed on the list below.

Furnish shop drawings as specified in standard spec 506.3.2, except submit 5 copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the dimensions of all equipment shown in the plans.

Acceptable Luminaries

- Philips Lumec GPLM-130W98LED4K-ES-LE2
- Cree LEDway STR-LWY-2ME-HT-1-F-UL-A-40K-PD-SC
- Approved equal

C Construction

Under the bid item LED Roadway Luminaire, furnish and install luminaires and all necessary miscellaneous accessories and hardware to complete the installation of the luminaires.

The contractor shall follow manufacturer's instructions regarding luminaire installation.

Three single-conductor No. 12 stranded wires shall be used to connect the luminaires to their respective branch conductors in the pole base. Each luminaire feeder wire shall be protected by one 5-amp fuse. Fuses and fuse holders shall be as per the details in the Plan and are incidental to this item. The No. 12 wire is separately tabulated and paid for.

All exposed threaded equipment mounting hardware shall be stainless steel.

All threaded stainless steel hardware and dissimilar metal, threaded hardware shall be coated with an approved zinc-based anti-seize compound (Loctite or Jet-Lube) by the contractor.

There shall be a sticker placed on the bottom of the luminaire to clearly identify the WisDOT Luminaire Category A, B, C, or D as applicable. The sticker should be visible from to a person standing on the ground.

D Measurement

The department will measure LED Roadway Luminaire as each individual lighting 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.0060.0012	LED Roadway Luminaire	EACH

Payment is full compensation for furnishing and installing all materials, including luminaire, accessories, hardware and fittings necessary to install the luminaire workable first class condition, and for delivering all spare luminaires.

37. Hydrant Assembly Relocation, Item SPV.0060.0050; Hydrant Assembly Valve and Tee Relocation, Item SPV.0060.0051.**A Description**

This work includes relocating existing hydrants, valves, valve boxes, tees, and plugs at locations indicated in the plans, conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin (SSSW), latest edition; the City of Muskego Standards and Specifications; applicable Muskego Municipal Codes; and as hereinafter provided.

The City of Muskego standard specifications can be referenced at:

<http://www.cityofmuskego.org/DocumentCenter/View/49>

B Materials

Salvage existing water main hydrants, hydrant lead piping boxes, valves, valve boxes, tees, and plugs. All materials used in the work must pass field inspection. Any damage to salvaged items caused by the contractor during removal and installation procedures will be replaced in kind per the City of Muskego standard specifications at no additional cost to the department. If existing valves are damaged during construction or prove to be in a non-salvaged condition, replacement valves shall be butterfly for all 8-inch valves and up.

Refer to special provision for PVC Water Main, materials section for all other material items.

C Construction**C.1 General**

According to Wisconsin Statute 182.0175, "Damage to Transmission Facilities," Excavator, as defined in 182.0175(1)(bm), shall be solely responsible to provide advance notice to "Diggers Hotline, Inc." at (800) 242-8511, not less than three working days prior to commencement of any Excavation, as defined in the statute, required to perform work contained in this project, and further, Excavator shall comply with all other requirements of this Statute relative to Excavation.

Contact City of Muskego Engineer, Mike Paulos at (414) 266-9086, 7 days in advance to arrange for construction inspection services and to coordinate all water main shut downs and connections.

C.2 Relocation

Safely disconnect existing hydrant assembly. Avoid damaging salvaged materials during construction operations. Complete all necessary operations to remove the existing hydrant assembly, hydrant lead piping boxes, valves, valve boxes, tees, plugs, and hydrant marker flags.

Install all fittings (restrained joint), hydrants, valves, valve boxes, tees, hydrant leads, plugs, tracer wire, warning tape, and hydrant marker flags. Install relocated items where shown on the plans, backfill, and compact as specified for PVC Water Main, construction section.

Furnish warning tape blue in color and 3 inches in width. Tape shall read: "CAUTION – WATER LINE BURIED BELOW". Acceptable warning tape manufacturers include Terra Tape Standard 250 by Reef Industries, Inc. or Shieldtec by Empire Level Manufacturing Corporation. Install warning tape above water main stone cover, 1-foot above top of pipe.

All bedding and cover material shall be 3/8-inch crushed stone chips conforming to SSSW 8.43.2(a). Cover material shall extend 1-foot above the top of pipe.

Backfill material from 1-foot above the top of pipe to the proposed subgrade shall be granular material conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition. Adhere to SSSW 8.43.8 for aggregate slurry. Crushed road gravel 3/4-inch WisDOT gradation No. 2. Crushed stone screenings according to SSSW 8.43.2 (b).

Setting Hydrants: Hydrants shall be located as shown in the plans or as directed by the engineer and in a manner to provide complete accessibility, also in such a manner that the possibility of damage from vehicles or injury to pedestrians will be minimized. All hydrants shall stand plumb and shall have the pumper nozzle aligned as per the owner's direction. Hydrants shall be set to the established grade, with nozzles at least 20 inches above the ground or as directed. Each hydrant shall be connected to the main with a 6-inch hydrant lead controlled by an independent valve. The hydrant and 6-inch gate valve shall be set on hardwood blocking.

The bowl of each hydrant shall be well braced and blocked against unexcavated earth at the end of the trench with concrete backing.

Hydrant lead shall have a minimum of 6-foot of cover.

Secure hydrant valves to main lines with mechanical joint anchoring type hydrant tees, or strapping, or EBAA Iron Megalug device or Star Pipe Products Allgrip device.

Elevation of breakaway flange shall be set at a minimum of 3 inches and a maximum of 6 inches above proposed grade.

Provide drain pocket at base of hydrant of 1.5 cubic yards of crushed stone or rock conforming to requirements of ASTM C33, Gradation Number 2.

Place crushed clear stone below base of re-located hydrant to 6 inches above drain holes in hydrant stem.

C.3 Removal of Water

At all times during the excavation period and until its completion and acceptance at final inspection, ample means and equipment shall be provided with which to remove promptly, and dispose of properly, all water entering any excavation or other parts of the work. Keep excavation dry and groundwater levels kept low enough to prevent a quicksand condition from ruining the trench bottom. No water shall be allowed to rise over or come in contact with masonry until the concrete and mortar have attained a set satisfactory to the engineer and, in any event, no sooner than 12 hours after placing the masonry. Water pumped or drained from the work hereunder shall be disposed of in a suitable manner without damage to adjacent property, to other work under construction, or to street pavements or municipal parks or property. Do not discharge water onto streets without adequate protection of the surface at the point of discharge. Do not discharge water into sanitary sewers. Do not discharge water containing settleable solids into storm sewers. Dewatering shall be done as required at no additional cost to the owner. Promptly repair any and all damage caused by dewatering the work.

C.4 Testing

Test water main, including hydrants and valves, according to AWWA C600 section B. Pressure test to be conducted at 150% of normal operating pressure. Leaking test shall be at normal operating pressure.

Furnish and operate all equipment required by hydrostatic testing subject to the approval of the engineer.

Disinfect all new water mains prior to placing in service according to SSSW 4.16.0. Maintain disinfection solution in mains a minimum of 24 hours. Bacteriological testing shall be done after successful pressure test by the contractor with a Wisconsin DNR-certified independent laboratory. Notify City of Muskego Engineer, Mike Paulos at (414) 266-9086, 48 hours in advance of taking a safe water sample. Water main safe sample test reports shall be submitted to the engineer and City of Muskego Engineering and Utility Departments.

All pipe shall be clean at time of installation, which should result in a prompt safe water sample. Delays in disinfection shall in no way create liability on the part of the owner. Flush new water main under engineer's supervision. Do not drain disinfecting solution into storm sewer or wetland.

D Measurement

The department will measure Hydrant Assembly Relocation and Hydrant Assembly Valve and Tee Relocation by each hydrant assembly salvaged and installed, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0050	Hydrant Assembly Relocation	EACH
SPV.0060.0051	Hydrant Assembly Valve & Tee Relocation	EACH

Payment is full compensation for furnishing labor, materials, excavation, bedding, cover, backfill, pipe laying, plugs, fittings, tracer wire, warning tape, bulkheads, thrust restraint, sheathing, shoring, dewatering, cutting, connections to existing facilities where indicated on drawings, for removals, for furnishing all salvaging and reinstallation work, testing, disinfection, cleanup, restoration, and incidentals necessary to complete work.

38. Adjusting Water Valves, Item SPV.0060.0055.**A Description**

This special provision describes the adjustment of existing water service boxes and water gate valve boxes to match the proposed finish grade as shown in the plans and as hereinafter provided.

B (Vacant)**C Construction****C.1 Water Valve Boxes**

Adjust water service boxes and water gate valve boxes vertically as required by contractor operations. Set the finish service of valve box in a plumb, vertical position flush with the pavement or terrace. Protect the top section of the box. Provide a new top section if broken.

The City of Muskego will inspect, operate, and certify that existing water service boxes and water gate valve boxes are in operating condition. Correct the condition of the valve if City of Muskego Water Utility determines the valve is inoperable even after pavement is installed at the contractor's expense. Make corrections within five days of notification by the city.

D Measurement

The department will measure Adjusting Water Valves as each individual unit, acceptably completed, regardless of the number of adjustments made to the valve box.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0055	Adjusting Water Valves	EACH

Payment is full compensation for providing all required materials; for removing, reinstalling and adjusting the valves. The contractor shall replace valves rendered unusable by the contractor's operations or rendered inoperable by City of Muskego Water Utility at no expense to the City of Muskego.

39. Sanitary Manhole Seal External, Item SPV.0060.0056.**A Description**

The work under this item shall consist of furnishing and installing external seals for all existing sanitary manholes. The work shall conform to the pertinent requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition; the City of Muskego Standards and Specifications; applicable Muskego Municipal Codes; and as hereinafter provided.

The City of Muskego standard specifications can be referenced at:

<http://www.cityofmuskego.org/DocumentCenter/View/49>

B Materials

Sanitary Manhole Seal External, as manufactured by Cretex, Inc., or equal, shall meet the material requirements of Chapter 8.42.0 and the performance requirements of section 8.42.4 and 8.42.5.

C Construction

The seals shall be installed according to the manufacturer's recommended installation procedures.

Contact City of Muskego Engineer, Mike Paulos at (414) 266-9086, 7 days in advance to arrange for construction inspection services.

D Measurement

The department will measure Sanitary Manhole Seal External as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0056	Sanitary Manhole Seal External	EACH

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

40. Tideflex CheckMate Inline Check Valve 24-Inch, Item SPV.0060.0080.

A Description

This special provision describes providing and installing a rubber check valve inside a proposed storm sewer pipe at location as shown on the plan.

B Materials

All valves shall be of the slip-in CheckMate™ as manufactured by Tideflex Technologies®, A Division of Red Valve Company, Carnegie, PA 15106.

Check valves are to be all rubber and the flow operated check type with slip-in cuff or flange connection. The entire check valve shall be ply reinforced throughout the body, disc and bill, which is cured and vulcanized into a one-piece unibody construction. A separate valve body or pipe used as the housing is not acceptable. The valve shall be manufactured with no metal, mechanical hinges or fasteners, which would be used to secure the disc or bill to the valve housing. The port area of the disc shall contour down, which shall allow passage of flow in one direction while preventing reverse flow. The entire valve shall fit within the pipe I.D. Once installed, the check valve shall not protrude beyond the face of the Storm Sewer Structure or end of the pipe.

The downstream end of the valve must be circumferentially in contact with the pipe while in the closed positions.

Furnish slip-in style check valve with a set of stainless steel expansion clamps. The clamps, which will secure the valve in place, shall be installed inside the cuff portion of the valve, based on installation orientation, and shall expand outwards by means of a turnbuckle. Each clamp shall be pre-drilled allowing for the valve to be pinned and secured into position according to the manufacturer's installation instructions. Flange style check valves will be furnished with a stainless steel, ANSI 125/150 drilled, retaining ring unless specified otherwise.

C Construction

Install valve according to manufacturer's written Installation and Operation Manual.

Manufacturer's customer service and/or authorized representative shall be available during installation and start-up, and to train personnel in the operation, maintenance and troubleshooting of the valve.

D Measurement

The department will measure Tideflex CheckMate Inline Check Valve 24-Inch by each valve, completely installed and approved 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.0060.0080	Tideflex CheckMate Inline Check Valve 24-Inch	EACH

Payment is full compensation for furnishing all materials, installation, manufacturer's customer service and/or authorized representative present at the construction site during installation and start-up, and to train personnel in the operation, maintenance and troubleshooting of the valve; and all other incidentals necessary to complete the work.

41. Pipe Connection to Existing Structure, Item SPV.0060.0081.**A Description**

This special provision describes connecting new storm sewer pipe to existing structure.

B Materials

Conform to standard spec 608.2 and standard spec 611.2.

C Construction

Conform to standard spec 607.3 and standard spec 611.3.

D Measurement

The department will measure Pipe Connection to Existing Structure by each pipe connected, 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.0060.0081	Pipe Connection to Existing Structure	EACH

Payment is full compensation for performing all work; excavation, backfilling, furnishing, masonry and fittings; disposing of surplus material, coring holes in existing structure to connect new pipe; and installing all materials, couplings, concrete collars, and pipe.

42. Inlet Covers Type R Special, Item SPV.0060.0086.**A Description**

The work under these items shall be according to the requirements of standard spec 611 and the details as shown on the plans.

B Materials

Conform to standard spec 611.2.

C Construction

Conform to standard spec 611.3.

D Measurement

The department will measure Inlet Covers Type R Special by the unit in place, furnished, installed and 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.0060.0086	Inlet Covers Type R Special	EACH

Payment shall conform to standard spec 611.5.

43. Outlet Structure, SPV.0060.0088.**A Description**

Furnish and install detention basin Outlet Structure. Furnish and install Outlet Structure according to the pertinent provisions of standard spec 611, as shown on the plans and as hereinafter provided. Furnish and install trash rack on the Outlet Structure. Furnish and install trash rack according to the pertinent provisions of standard spec 506 and 513, as shown on the plans and as hereinafter provided

B Materials

Furnish manhole materials according to standard spec 611.

Furnish steel conforming to the requirements of standard spec 506.2.2.1. Furnish steel galvanized according to ASTM A123 and ASTM 1153 as applicable.

Trash rack shall be fabricated from structural steel shapes, flat bar and plates and shall be galvanized after fabrication. Shop drawings for the trash rack shall be submitted to the engineer for approval prior to fabricating the trash rack.

Furnish bolts, nuts and washers for the installation of the trash rack onto the Outlet Structure. Furnish bolts, nuts and washers according to standard spec 513.2.2.5.

C (Vacant)**D Measurement**

The department will measure Outlet Structure as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.0088	Outlet Structure	EACH

Payment is full compensation for providing and placing all materials, including all masonry, steel and pipe connections, and other fittings; furnishing and installing trash rack; for furnishing all excavating, backfilling, disposing of surplus material, and for cleaning out and restoring the work site.

44. Removing Water Main, Item SPV.0090.0050.

A Description

This special provision describes completely removing existing utilities and disposing of all resulting materials according to the plans, standard specifications, Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition and amendments (SSSW); the City of Muskego Standards and Specifications; applicable Muskego Municipal Codes; and as hereinafter provided.

The City of Muskego standard specifications can be referenced at:

<http://www.cityofmuskego.org/DocumentCenter/View/49>

A.1 Removing Water Main

This item includes only removing existing water pipes due to conflicts with proposed construction. These existing water pipes vary in diameter between 6 inches and 16 inches as shown on the plans. The item Removing Water Main will pay for removals as shown on the plans.

B Materials

Furnish Backfill Granular according to the pertinent requirements of standard spec 209 for use as backfill material as directed by the engineer.

C Construction

Contact City of Muskego Engineer, Mike Paulos at (414) 266-9086, 7 days in advance to arrange for construction inspection services and to coordinate all water main shut downs and removals.

Perform work according to standard spec 204 and as hereinafter provided. The contractor is responsible for the safe methods and sequence of controlled removal operations. As directed by the engineer, completely remove the existing utility to the extent required to avoid interfering with new construction work.

Backfill all excavations or voids not occupied by other work under this contract according to standard spec 204.3.1.2.

D Measurement

The department will measure Removing Water Main by the linear foot, acceptably completed, measured horizontally to the nearest foot along the centerline of the pipe.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.0050	Removing Water Main	LF

Payment is full compensation for furnishing all excavating; for cutting and removing existing utilities; for furnishing all backfilling; for furnishing, placing, and compacting Backfill Granular; for hauling and disposing of all materials; and for furnishing all labor, tools, equipment, transportation, and incidentals necessary to complete the work according to the contract.

45. PVC Hydrant Lead 6-Inch, Item SPV.0090.0051.

A Description

This special provision describes furnishing and installing hydrant lead according to Standard Specifications for Sewer and Water Construction in Wisconsin (SSSW), latest edition; the City of Muskego Standards and Specifications; applicable Muskego Municipal Codes; and as hereinafter provided.

The City of Muskego standard specifications can be referenced at:

<http://www.cityofmuskego.org/DocumentCenter/View/49>

B Materials

Hydrant leads shall be 6-inch diameter PVC pipe. Refer to special provision for PVC Water Main, materials section.

C Construction

Lay hydrant lead according to special provisions for water main, and restrain by means of strapping between mechanical joint tee and 6-inch gate valve attached to the tee at the main and the location of the hydrant. Refer to special provision for PVC Water Main, construction section.

D Measurement

The department will measure PVC Hydrant Lead 6-Inch along centerline of pipe from centerline of water main to centerline of hydrant 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.0090.0051	PVC Hydrant Lead 6-Inch	LF

Payment is full compensation for furnishing labor, materials, excavation, bedding, cover, backfill, pipe laying, plugs, fittings, tracer wire, warning tape, bulkheads, thrust restraint, sheathing, shoring, dewatering, connections to existing facilities where indicated on drawings, testing, disinfection, cleanup, restoration, and incidentals necessary to complete work.

46. PVC Water Main 8-Inch, Item SPV.0090.0052; PVC Water Main 16-Inch, Item SPV.0090.0053.

A Description

This special provision describes furnishing and installing water main according to the Standard Specifications for Sewer and Water Construction in Wisconsin (SSSW), latest edition; the City of Muskego Standards and Specifications; applicable Muskego Municipal Codes; and as hereinafter provided.

The City of Muskego standard specifications can be referenced at:

<http://www.cityofmuskego.org/DocumentCenter/View/49>

B Materials

Furnish PVC water main 4-inch through 12-inch diameter pipe with integral elastomeric bell and spigot joints conforming to AWWA C900, Class 150 pressure pipe with DR 18 or less.

Furnish PVC water main 14-inch through 36-inch diameter pipe with integral elastomeric bell and spigot joints conforming to AWWA C905, Class 150 pressure pipe with DR 18 or less.

Fittings shall meet the requirements of SSSW 8.22.0. Buried joints shall be mechanical and joints within structures shall be flanged. Compact fittings shall be Class 52 ductile iron and shall conform to ANSI 21.10 (AWWA C-110 and C-153). Fittings shall have bituminous exterior coatings per ANSI/AWWA C110/A21.10. Cement lined and bituminous coated interior per ANSI/AWWA C104/A21.4. Tee bolts shall be Cor-Blue. Fittings shall have an inside profile such that a seal can be made between the machined pipe end and the fitting bell with a rubber ring. Install mega lug retainer glands at all fittings locations. The cost for fittings shall be incidental to the overall cost of construction.

Joints shall be push-on type rubber gaskets and conform to ASTM C1869. All joints shall be restrained. Provide electrical continuity through water main materials using tracing wire. Furnish direct burial detector wire rated insulated AWS #12 copper conductor. Detector wire color shall be blue. Splices shall be made with Plymouth Plyflex low voltage splice kit. Graybar catalog number 2635.

Furnish warning tape blue in color and 3 inches in width. Tape shall read: "CAUTION – WATER LINE BURIED BELOW". Acceptable warning tape manufacturers include Terra Tape Standard 250 by Reef Industries, Inc. or Shieldtec by Empire Level Manufacturing Corporation. Install warning tape above water main stone cover, 1-foot above top of pipe.

All bedding and cover material shall be 3/8-inch crushed stone chips conforming to SSSW 8.43.2(a). Cover material shall extend 1-foot above the top of pipe.

Backfill material from 1-foot above the top of pipe to the proposed subgrade shall be granular material conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition. Adhere to SSSW 8.43.8 for aggregate slurry. Crushed road gravel ¾-inch WisDOT gradation No. 2. Crushed stone screenings according to SSSW 8.43.2 (b).

Buttress concrete shall meet SSSW 8.35.3 Class F and shall be either ready-mixed or mixed on the job site above grade.

Strapping shall follow SSSW 4.9.0. Acceptable products are EBAA Iron Megalug or Star Pipe Products Allgrip 3600.

C Construction

General: All construction shall be done in conformance with AWWA C600 for cast iron or ductile iron water main. Contact City of Muskego Engineer, Mike Paulos at (414) 266-9086, 7 days in advance to arrange for construction inspection services and to coordinate all water main shut downs and connections.

Installation: Have sufficient and adequate equipment on the site of the work for unloading and lowering pipe and fittings into the trench. Exercise extreme care in handling all pipe, fittings and special castings so as to prevent breakage. Do not drop into the trench or so handled as to receive hard blows or jolts when being moved.

Field Inspection of Materials: Inspect fitting for defects before lowering and while suspended. All materials used in the work must pass field inspection.

Direction of Laying: Unless otherwise ordered, lay pipe with the bell ends facing the direction of laying. Bells face upgrade when the grade exceeds 30 feet of rise per one hundred feet of trench.

Joining of Pipe: Take precautions to prevent foreign material from entering the pipe while it is being placed in the line.

Removal of Water: At all times during the excavation period and until its completion and acceptance at final inspection, ample means and equipment shall be provided with which to remove promptly, and dispose of properly, all water entering any excavation or other parts of the work. Keep excavation dry and groundwater levels kept low enough to prevent a quicksand condition from ruining the trench bottom. No water shall be allowed to rise over or come in contact with masonry until the concrete and mortar have attained a set satisfactory to the engineer and, in any event, no sooner than 12 hours after placing the masonry. Water pumped or drained from the work hereunder shall be disposed of in a suitable manner without damage to adjacent property, to other work under construction, or to street pavements or municipal parks or property. Do not discharge water onto streets without adequate protection of the surface at the point of discharge. Do not discharge water into sanitary sewers. Do not discharge water containing settleable solids into storm sewers. Dewatering shall be done as required at no additional cost to the owner.

Promptly repair any and all damage caused by dewatering the work.

Accomplish compaction of the backfill material by mechanical compaction to achieve uniform consolidation in conformance with Section 2.6.14(b) of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.

Cutting of Pipe: Cut pipe at right angles to the centerline of the pipe. Cutting shall be done in a neat workmanlike manner without damage to the pipe and so as to leave smooth ends. Cut all pipes with an approved mechanical cutter. The cut end of the pipe to be used with a rubber gasket joint shall be tapered by grinding or filing about 1/8" back at an angle of approximately 30 degrees with the centerline of the pipe, and remove any sharp or rough edges.

Obstructions in Line or Grade: Whenever it becomes necessary to lay a main over, under or around an unknown obstruction, the contractor will furnish and install the required fittings. The laying of such fittings will be paid for at the unit price bid for each size of main. No additional compensation will be paid to the contractor for any expenses incurred because of such obstruction.

Buttresses and Lugged Retainer Glands: Approved mechanical joint lugged retainer glands may be used with PVC water main. The gland shall be such that it can replace the standardized mechanical joint gland and can be used with the standardized mechanical joint bell conforming to ANSI/AWWA C111/A21.11 and ANSA/ AWWA C153/A21.53 of latest revision. Use twist off nuts, sized same as tee-head colts, to ensure proper actuating of restraining devices. The retainer glands shall have a pressure rating equal to that of the pipe on which it is used. The retainer glands shall have been tested to UNI-B-13-92, be listed by Underwriters Laboratories, and be approved by Factory Mutual. The restraint shall be EBAA iron series 2000 PV or approved equal.

Joint Deflection: The maximum allowable deflection will be as described in the standard specifications. If excess deflection is required, special bends shall be furnished to provide angular deflections.

Setting Valves: Valves in water mains shall be provided and installed in locations where shown on the plans. A valve box and valve box adapter shall be provided for every valve. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the wrench nut of the valve, with the box cover flush with the surface of the finished grade or such level as may be directed.

Tracer Wire: Install insulated copper tracer wire installed along all water main. A sufficient length of tracer wire shall be run up inside all valve boxes to enable the owner easy hook-up of locating equipment.

Protective Coating: Apply a protective coating of one heavy coat of Koppers Bitumastic 50 or 505 or equal to all straps, the rods, bolts, nuts and washers after installation. The

coating shall be smooth, tough, tenacious and impervious to water without any tendency to scale off and should not be brittle. Care should be taken that the coating shall be complete without bare spots.

Polyethylene Wrap: Corrosion protection shall be provided for all ductile iron tees, crosses, bends, etc. and all valves by use of polyethylene wrap. The polyethylene wrap shall conform to AWWA C105 or ANSA A21.5. Wrap shall be Class "C" - black, with a minimum nominal thickness of 0.008 inches (8 mils). Tape for securing the wrap shall be a thermoplastic material with a pressure sensitive adhesive face capable of bonding to metal, bituminous coating, polyethylene and PVC water main. Tape shall have a minimum thickness of 9 mils, and a minimum width of 2 inches.

Extend the wrap approximately 18 inches beyond all joints. Tape all seams securely. Place the cover material with care so as to prevent damage to the polyethylene wrap. Immediately repair any rips or punctures in the wrap.

Expose utilities that cross proposed facility prior to construction to allow engineer to check for conflicts. Protect utilities from disturbance throughout work.

Whenever water mains cross over sewers, the water main shall be laid at such an elevation that the bottom of the water main is at least 6 inches above the top of the sewer. Whenever water mains cross under sewers, a minimum vertical separation of 18 inches shall be maintained between the top of the water main and the bottom of the sewer. At crossings, center one full length of water pipe on the sewer so that both joints will be as far from the sewer as possible.

Where hydrant leads and water mains are to be abandoned, plug end, according to section 4.14.0., of abandoned hydrant lead or water main with class D concrete. Support valves, hydrants, and special fittings in vertical position on solid concrete block or concrete support.

Test water main, including hydrants and valves, according to AWWA C600 section B. Pressure test to be conducted at 150% of normal operating pressure. Leaking test shall be at normal operating pressure.

Furnish and operate all equipment required by hydrostatic testing subject to the approval of the engineer.

Disinfect all new water mains prior to placing in service according to SSSW 4.16.0. Maintain disinfection solution in mains a minimum of 24 hours. Bacteriological testing shall be done after successful pressure test by the contractor with a Wisconsin DNR-certified independent laboratory. Notify City of Muskego Engineer, Mike Paulos at (414) 266-9086, 48 hours in advance of taking a safe water sample. Water main safe sample test reports shall be submitted to the engineer and City of Muskego Engineering and Utility Departments.

All pipe shall be clean at time of installation, which should result in a prompt safe water sample. Delays in disinfection shall in no way create liability on the part of the owner. Flush new water main under engineer's supervision. Do not drain disinfecting solution into storm sewer or wetland.

D Measurement

The department will measure PVC Water Main (Size) by the linear foot in place and quantity measured for payment shall be number of linear feet of various sizes and types, completed and accepted according to contract, measured along centerline of pipe, center to center of junctions and fittings. Footage to be paid for shall include construction through valves and other fittings.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.0052	PVC Water Main 8-Inch	LF
SPV.0090.0053	PVC Water Main 16-Inch	LF

Payment is full compensation for furnishing labor, materials, excavation, bedding, cover, backfill, pipe laying, plugs, fittings, tracer wire, warning tape, bulkheads, thrust restraint, sheathing, shoring, dewatering, cutting, connections to existing facilities where indicated on drawings, testing, disinfection, cleanup, restoration, and incidentals necessary to complete work.

47. Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 38x60-Inch, Item SPV.0090.0083.

A Description

This special provision describes furnishing and installing reinforced concrete pipe storm sewers.

B Materials

Conform to materials as per standard spec 610.2(1).

Provide storm sewer reinforced concrete (Class) (size) conforming to Concrete D-Load Pipe ASTM C 507 specifications.

Provide storm sewer pipe reinforced concrete pipe (Class) (size) conforming to Concrete D-Load Pipe ASTM C 507 specifications. The design strength of the pipe shall be the D-load to produce the 0.01-inch crack carrying HL 93 truck load and maximum fill height over the pipe as shown on the plan.

The storm sewer pipe reinforced concrete pipe (class) (size) design shall be responsibility of the contractor and shall be designed by a professional engineer, registered in the State of Wisconsin, with knowledge of the specific site conditions and requirements. Submit one

copy of the storm sewer pipe design, signed and sealed, to the Engineer for incorporation into the permanent project record.

C Construction

Construct according to the plans and standard spec 610.3.

Place factory lubricated gasket over the spigot end or tongue of the entering pipe. Clean the gasket and the ends of the pipe from sand and gravel. Place the spigot or tongue of the pipe being laid with the gasket in place into the bell or groove end of the previously laid pipe. Set pipe carefully to line and grade, and push or jack home. The engineer can order the use of a jack or “come-along” if deemed necessary to ensure that the joints are completely tight.

D Measurement

The department will measure Storm Sewer Pipe Reinforced Concrete (Class) (Size) bid item(s) by the linear foot, acceptably completed. The measured quantity equals the number of linear feet of pipe measured along the centerline of the pipe. The department will measure from center to center of drainage Storm Sewer Structure. The department will make no deduction from these measured lengths for intermediate Storm Sewer Structures or fittings.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.0083	Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 38x60-Inch	LF

Payment will conform to standard spec 610.5 and submitting one copy of storm sewer pipe design, signed and sealed by a professional engineer registered in the State of Wisconsin.

No separate payment will be made for placing and or installing factory lubricated gaskets.

48. Storm Sewer Pipe PVC SDR-26 10-Inch, Item SPV.0090.0084; Storm Sewer Pipe PVC SDR-26 18-Inch, item SPV.0090.0085.

A Description

This special provision describes furnishing and installing PVC SDR-26 pipe for storm sewers. The work consists of excavating required trenches, placing bedding materials, laying therein the storm sewer pipe of the size and type specified, connection of the pipe to new or existing inlets, catch basins, or manholes (drainage Storm Sewer Structures); and all required fittings; all sheeting and shoring, backfilling and compacting the trenches, testing, and restoring the work site all as provided by the plans, specification and contract.

B Materials

6-inch through 15-inch diameter Type PSM Polyvinyl Chloride (PVC) storm sewer pipe shall conform to the requirements of ASTM D-3034, SDR-26.

18-inch through 27-inch diameter Type PSM Polyvinyl Chloride (PVC) storm sewer pipe shall conform to the requirements of ASTM F-679, SDR-26.

Pipe Gaskets shall be rubber gaskets conforming to ASTM F-477.

Bedding, Cover, and backfill materials shall conform to standard spec 608.2.2.

C Construction Methods

Construct according to the plans and standard spec 608.3.

D Measurement

The department will measure Storm Sewer Pipe PVC SDR-26 10-Inch and Storm Sewer Pipe PVC SDR-26 18-Inch by the linear foot, acceptably completed. The measured quantity equals the number of linear feet of pipe measured along the centerline of the pipe. The department will measure from center to center of drainage Storm Sewer Structure. The department will make no deduction from these measured lengths for intermediate Storm Sewer Structures or fittings.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.0084	Storm Sewer Pipe PVC SDR-26 10-Inch	LF
SPV.0090.0085	Storm Sewer Pipe PVC SDR-26 18-Inch	LF

Payment is full compensation for furnishing all labor, tools, and equipment; for excavating required trenches; for furnishing and placing bedding materials; for laying the storm sewer pipe and connecting the pipe to new or existing drainage structures); for furnishing and installing all required fittings, sheeting and shoring, backfilling and compacting the trenches, testing, and dewatering; and for restoring the work site.

49. Construction Staking Detention Basin, Item SPV.0105.0003.**A Description**

The work shall be according to the requirements of standard spec 650, as shown in the plans for Detention Basin and as hereinafter provided.

B (Vacant)**C Construction**

Conform to standard spec 650.3.

Set construction stakes or marks at intervals of 10 feet, or more frequently. Include additional stakes as necessary to match the pond details, achieve the required accuracy, and to support construction operations. Locate stakes to within 0.2 feet horizontally and establish the grade elevation to within 0.1 feet vertically.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.0003	Construction Staking Detention Basin	LS

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

50. Dewatering for Detention Basin Construction, Item SPV.0105.0081.

A.1 General

This special provision describes dewatering for detention basin construction, including control of water during excavation and clay lining construction. Excavation and clay patch lining construction are covered elsewhere in the contract documents.

A.2 Submittals

Discharge Permits

Submit discharge and well permit applications to Wisconsin Department of Natural Resources (WDNR) if dewatering wells are to be used. Also submit design and calculations for the sedimentation tank or clarifier system to be utilized to reduce sediment levels to minimum levels required by WDNR prior to discharging.

Water Control Plan

Submit to the department for approval the water control plan at least 30 days prior to installation of water control systems. Resubmit as appropriate if the system or any part thereof is modified during installation or operation.

Should requirements of any permit be different than requirements herein, the more stringent requirements shall control.

Water control plan shall as a minimum, include:

1. Descriptions of proposed groundwater and surface water control facilities including, but not limited to, equipment; methods; installation; standby equipment and power supply, pollution control facilities including silt removal facilities, discharge locations; removal of water control systems; provisions for immediate temporary water supply as required by this section.

2. Shop drawings showing locations, dimensions, and relationships of elements of each water control system.
3. Design calculations demonstrating adequacy of proposed water control or isolation systems and their components.
4. Manufacturer's literature describing installation, operation, and maintenance procedures for all components of the water control system.
5. Monitoring plans including measurement of: pumping rates at excavated locations and wells, reading of piezometers, water quality sampling of discharge, and discharge quantities.
6. The contractor may be required to demonstrate the systems proposed in the water control plan and to verify that adequate equipment, personnel, and materials are provided to dewater the excavations at all locations and times required.
7. If system is modified during installation or operation, revise or amend and resubmit Water Control Plan.

Quality Control Submittals

During construction, submit pumping rate measurements, water level readings taken at construction phase piezometers and groundwater quality data.

A.3 Control of Water

This section addresses the provisions for controlling, handling, disposing and treating groundwater and surface water, including contaminated groundwater that may be encountered in detention basin excavations, as required for performance of the work; maintaining the control of water facilities, including maintenance items such as the disposal of sludge from settling detention basins and treatment plants; and work necessary to repair or replace property damaged due to groundwater disturbance.

General dewatering and lowering of the groundwater table for the purpose of stabilization of the detention basin excavation surface will be permitted for detention basin construction.

The contractor is responsible for designing, furnishing, installing and maintaining dewatering system that accomplishes continuous control of water at all times during the course of construction, and shall provide adequate backup systems to accomplish control of water. The method of control, handling, and disposal of groundwater and surface water shall be by whatever means are necessary and in conformance with this section to obtain satisfactory working conditions and to maintain the progress of the work.

All required drainage, pumping, treatment, and disposal shall be done without damage to adjacent property or structures and without interference with the operations of other contractors, or the rights of public and private owners, or pedestrian and vehicular traffic.

The contractor shall modify the water control system at his own expense if, after installation and while in operation, it causes or threatens to cause damage to adjacent property or to existing buildings, structures, or utilities.

A.4 Regulatory Requirements

Refer to the dewatering guidelines of WisDNR Storm Water Management Technical Standards, Code #1061, "Dewatering". This document can be found at the WisDNR website: <http://dnr.wi.gov/runoff/stormwater/techstds.htm>

Storm water discharge to storm sewers, watercourses, lakes, and wetlands shall conform to the requirements of local, state, and Federal regulations.

Water from excavations shall be kept separate from storm water discharge associated with surface construction. Water from excavations shall be discharged into the nearest sanitary sewer, in compliance with all applicable codes and regulations. Discharge into storm sewers, open waterways, or on open ground is prohibited.

In the event that contaminated waters are encountered, the contractor is required to notify the department prior to discharging contaminated water into the sanitary sewer system. The contractor may be required to provide laboratory test results documenting contaminant concentrations.

B Materials

The contractor is responsible to determine materials required to meet these dewatering specifications. The piezometer and observation well materials are listed below.

B.1 Filter Pack

Filter pack shall be clean natural silica sand; graded such that all of the material passes the No. 4 sieve and is retained on the No. 30 sieve.

B.2 Filter Pack Seal

Filter pack seal shall be clean natural silica sand; graded such that all of the material passes the No. 10 sieve and is retained on the No. 40 sieve.

B.3 Bentonite Seal

Bentonite pellets used to form bentonite seals shall be 3/8-inch diameter compressed pellets made from high swelling montmorillonite.

B.4 Piezometers and Observation Wells (PZ)

Riser pipe for piezometers and observation wells shall consist of schedule 40 or thicker PVC pipe with flush threaded couplings. All PVC pipe shall have a nominal diameter of 2 inches. A PVC cap for the riser shall be provided. Sensing tips shall consist of 2-inch ID factory-slotted PVC threaded pipe, with 0.02-inch size openings, 60 inches in length.

C Construction

C.1 General

Continuously control, handle, treat and dispose water at all times during the course of construction, and provide adequate backup systems to accomplish control of water in conformance with this section to obtain satisfactory working conditions and to maintain the progress of the work. Water to be controlled includes groundwater, contaminated

groundwater; surface water (precipitation and run-off); and wastewater from combined or separated sewers or related facilities.

Obtain all permits required from Wisconsin Department of Natural Resources, Milwaukee Metropolitan Sewerage District, the City of Muskego and any other agencies for installation and operation of water control systems and discharging of collected water into water courses, water bodies, sewers or the ground.

Perform the work without damage to adjacent property or structures and without interference with the operations of other contractors, or the rights of public and private owners, or pedestrian and vehicular traffic. Modify the water control system at your own expense if, after installation and while in operation, it causes or threatens to cause damage to adjacent property or to existing buildings, structures, or utilities.

C.2 Surface Water Control

Intercept and divert surface drainage away from the work sites by the use of dikes, curbs, walls, ditches, sumps, or other means. Design surface drainage systems so that they do not cause erosion on or off the site. Control surface runoff to prevent entry of surface water into excavations and to prevent erosion on or off the site. Remove drainage systems when no longer needed.

C.3 Water Control in Excavations

Use water control methods that are appropriate, as determined by the contractor, to permit conditions, ground conditions, construction operations, and requirements of these plans and specifications. The methods shall involve removal of water accumulating within excavations from precipitation and groundwater infiltration, and may involve removal of water outside excavations by means such as the use of dewatering or pressure relief wells.

Water control measures shall minimize adverse effects of elevated or reduced water pressure on the work, the surrounding ground and adjacent facilities and structures. Design and operate the water control measures to prevent removal of in-site materials (development of lost ground), or loosening or softening of subgrade soils within excavations.

The water control methods shall be of such capacity that they will lower and maintain the free water and piezometric levels, to an elevation at least 2 feet below excavation bottoms, including the base of excavation required for placement of the clay liners. The methods shall have sufficient capacity to accomplish this desired result allowing for normal variations in precipitation and soil and aquifer properties.

Control groundwater and surface water such that detention basin construction can be performed without adverse effects of water on the facility being constructed, including hydrostatic uplift pressures. If soil stratification is such that the water level cannot be maintained at the specified levels, contractor shall, at no additional cost to the department, control seepage of groundwater by whatever means are necessary to assure there is no loss of ground by erosion or piping of fines with seepage and no instability of slopes due to

seepage. Control water during periods when excavation and installing slope underdrains, clay patches and as such other times as is necessary for efficient and safe execution of the work.

Should water enter the excavation in amounts that could adversely affect the performance of the work or that has the potential to cause loss or damage to adjacent property or structures, take immediate steps to control the water inflow.

Provide standby pumps and standby power supply where disruption of water control systems could allow water inflows to threaten the work or the safety of personnel.

C.4 Monitoring of Groundwater Levels

Monitor groundwater levels as necessary to evaluate the sufficiency of the control of water system. Monitor groundwater levels in piezometers. A system of construction piezometers is required to monitor free water surface elevations and piezometric elevations to evaluate the effectiveness of the water control system in fulfilling the requirements specified herein. Piezometers shall be of adequate numbers and in suitable arrangements and depths for determining the free water surface elevations and piezometric elevation over the area. A minimum of one piezometer per four dewatering wells or two per pond excavation location shall be installed with the dewatering system at locations and depths proposed by the contractor and approved by the department's representative. At least one piezometer shall be placed at the edge of the planned pond between the pond and the closest building/structure.

Piezometer materials and installation shall conform to the requirements herein. Determination of baseline water levels and monitoring of water levels by the engineer and contractor shall be according to this article.

C.5 Installing Piezometers and Observation Wells

Drill, sample and log borings in soil drilled for the purpose of installing piezometers and observation wells as specified herein. Use 2 ½ foot soil sampling intervals with an SPT sampler. Drill borings using 4-inch minimum inside diameter casing and water. Drill the borings so as not to damage adjacent utilities. If use of drilling fluid is necessary to stabilize the borehole, use a biodegradable organic polymeric drilling fluid. Perform a standard penetration test at 2.5-foot depth intervals.

Install the sensing tip, riser pipe, filter pack, filter pack seal, and annular space seal as determined by contractor's engineer. The engineer will determine the depth of the sensing zone for each piezometer installed based upon observations of retained soil samples. Make pipe joints secure and watertight. Withdraw the drill casing in small increments as the backfill materials are placed, so that collapse of the borehole does not occur. Do not rotate casing during withdrawal.

Place filter pack material slowly so that bridging does not occur in the boring and to prevent the instrument from being lifted as the casing is withdrawn. Use a measuring rod or similar device to measure the height of the filter pack to ensure that the filter pack is installed over the proper depth interval. Carefully raise and lower the measuring rod while the filter pack is installed, to prevent bridging and to tamp the filter pack in place.

Place a filter pack seal above the filter pack. Place the filter pack seal in a similar manner as for filter pack material. Place a bentonite seal above the filter pack seal.

Place the annular space seal by tremie grouting. Place the grout in such a manner as to not disturb the integrity of the filter pack and seal.

For observation wells, the annular space seal shall consist of crushed bentonite pellets, or powdered bentonite, and shall be hydrated with water. The bentonite seal specified herein to be installed above the filter pack seal may be eliminated in this case.

Grout for the annular space seal for piezometers shall consist of a bentonite to cement ratio of 0.15/1 by weight, with sufficient water to allow pumping. Mix bentonite and water first.

Provide the top of each riser pipe with a cap in which an air vent hole 1/8 inch in diameter has been drilled. The cap shall be easy to remove.

Develop each installation a minimum of 24 hours after completion. Airlift water from the riser pipe by injecting compressed air through a small tube inserted 3 to 5 feet above the top of the sensing tip. Take care not to inject air directly into the sensing tip. Continue development until the water becomes clear and, in the opinion of the engineer, the material soil filter has been developed. Perform a rising head sensitivity test.

The contractor shall make a minimum of one reading at each piezometer, per 24-hour period, 5 days per week during the period of dewatering activities (including dewatering by pumping seepage from sumps). These piezometer readings shall be recorded on an approved form and reported to the engineer within 24 hours after they are obtained.

C.6 Dewatering Wells

Obtain a site-specific dewatering discharge or construction site storm water discharge permit if the WDNR has specific concerns that are not addressed by other permits that might otherwise apply.

Obtain a WDNR permit for operation of any well or well system that has a combined pumping capacity of 70 gallons per minute or more (a high capacity extraction system). For purposes of permitting, a well is defined as any opening made in the ground where the depth of the opening is greater than its largest surface dimension and extends more than 10 feet below ground surface. The permit will require that wells be constructed, operated, and abandoned according to Chapter NR 812, Wis. Adm. Code.

Comply with WDNR regulations regarding disposal of contaminated groundwater in the event that contaminated waters are encountered. Obtain additional permits, if required. Notify the Milwaukee Metropolitan Sewerage District for any discharge of contaminated water into the sewer system, and provide laboratory test results documenting contaminant concentrations.

Keep dewatering from wells to the minimum necessary for execution of the work. Obtain any additional geotechnical information necessary for design of a dewatering well system, including performing pump tests, grain size analyses, groundwater chemical analyses, and subsurface investigations. Design and operate wells so as to prevent removal of fine soils with seepage through backpack material and screens. Provide means by which water discharge from each well can be measured and flow rates adjusted. Construct and operate wells according to WDNR requirements, including obtaining permits, as required.

The wells shall be designed, installed and operated in a manner that will preclude removal of materials from the foundation by the pumping operation (hereafter referred to as "piping of fines"). After installation, each well shall be individually pump-tested at maximum design flow to verify acceptability with respect to piping of fines (sediment mostly consisting of silt and sand) as measured using a centrifugal tester. Any well or wellpoint segment found to be causing piping of fines at a rate exceeding 2 parts per million (ppm) by volume during the individual pump-test at the maximum design flow shall be replaced in a manner acceptable to the engineer, and at no additional cost to the department. Each well shall be checked for sediment piping using a centrifugal tester immediately after installation and at least once per month during operation. Measure the sediment content of the total dewatering effluent using a centrifugal tester at least every 30 days. If the sediment content of the total effluent is greater than 1 ppm, contractor shall identify and abandon wells that are producing excessive sand and replace them if necessary. All sediment content tests shall be performed in the presence of the engineer. Sediment content test results shall be furnished to the department within 24 hours.

Monitor the rate of discharge from each well on a daily basis with an accuracy of at least 2 percent of the flow and make records available to the engineer on a weekly basis or as requested. Abandon dewatering wells as specified in standard spec 204.3.3.3 and according to NR 812 Wis. Adm. Code, whichever is more stringent.

C.7 Ground Loss From Removal or Disturbance of Groundwater

Immediately support any structure including, but not limited to, buildings, streets, and utilities, or portions of such structure, including footings, foundations, basements, walls or concrete driveways that become unstable or vulnerable to settlement due to removal or disturbance of groundwater. Cease excavation and other construction operations that result or have the potential to result in further settlement until corrective measures are implemented. Support shall include but not be limited to shoring; sheeting; bracing; underpinning; compaction grouting; driving piles; excavating, backfilling, and placing new structural concrete beneath or adjacent to the unstable structure; or other means necessary to rectify the particular problem involved.

Bear the costs of all loss or damage arising from removal or disturbance of groundwater including, but not limited to claims for subsidence and loss of structure support that may occur in the prosecution of the work. If the contractor fails to correct the damage resulting from his operations, the engineer may deem the work to be unacceptable work as defined in standard spec 105.3.2.2.

C.8 Treatment and Disposal of Water

Discharge all water removed from the construction site through pipes or hoses. Do not convey water in open ditches or trenches. Discharge water in a manner that will not cause soil erosion at the discharge point. Discharge shall not cause sediment accumulation or flooding in any stream, storm sewer, or on adjacent properties.

Treat all water to remove suspended solids, oils, cement, bentonite, and other contaminants by use of settling detention basins, on-site treatment plant, or other means selected by the contractor. Design the treatment systems for the maximum discharge rates consistent with the means and methods selected by the contractor. Treatment systems shall be capable of expansion if greater capacity becomes necessary during the course of the work. Provide to the engineer copies of all records required by the WDNR.

Obtain permission to use storm sewers or drains for water disposal purposes from the authority having jurisdiction. Protection of storm sewers and drains shall be in conformance with the City of Muskego Erosion Control Ordinance and the Wisconsin Construction Site Best Management Practices Handbook, latest revision. Any requirements and costs for such use shall be the responsibility of the contractor. Do not cause flooding by overloading or blocking the flow in the drainage facilities, and leave the facilities unrestricted and as clean as originally found. Document the condition of the drainage facilities prior to and subsequent to their use. The engineer may independently verify the condition of such facilities. Repair or restore any damage to facilities as a result of the contractor's operations as directed by the authority having jurisdiction, at the contractor's expense.

Should requirements of any permit be different than requirements herein, the more stringent requirements shall control.

Remove suspended solids from water discharged from excavations, sufficient to preclude sediment deposition in the receiving sewer.

Ventilate enclosures around wells and water discharge points to prevent the accumulation of combustible gas that may escape from solution in groundwater.

On completing the work, clean out and dispose of all sediments and residues in settling detention basins, treatment facilities, and the like. Dispose of sediments and residues according to applicable regulations.

C.9 Abandonment of Piezometers and Dewatering Wells

Abandon the design-phase piezometers and all piezometers and dewatering wells installed during construction according to standard spec 204.3.3.3 and according to NR 812 Wisconsin Administrative Code, whichever is more stringent.

D Measurement

The department will measure Dewatering for Detention Basin Construction as 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.0105.0081	Dewatering for Detention Basin Construction	LS

Payment is full compensation for system design, providing submittals, obtaining permits, furnishing materials, installation, all dewatering, testing, protection, maintenance, replacement or repair of damaged instruments, installations or adjacent structures, obtaining data readings, abandonment.

51. Water for Seeded Areas, Item SPV.0120.0001.

A Description

This special provision describes furnishing, hauling and applying water to seeded areas as directed by the engineer, and as hereinafter provided.

B Materials

When watering seeded areas, use clean water, free of impurities or substances that might injure the seed.

C Construction

If rainfall is not sufficient, keep all seeded areas thoroughly moist by watering or sprinkling. Water for 30 days after seed placement or as the engineer directs. Apply water in a manner to preclude washing or erosion. The topsoil shall not be left un-watered for more than 3 days during this 30-day period unless the engineer determines that it is excessively wet and does not require watering. The equivalent of one inch of rainfall per week shall be considered the minimum.

D Measurement

The department will measure Water for Seeded Areas by volume by the thousand gallon units (MGAL), acceptably completed. The department will determine volume by engineer-approved meters or from tanks of known capacity.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0120.0001	Water for Seeded Areas	MGAL

Payment is full compensation for furnishing, hauling, and applying the water.

52. Detention Basin Water, Item SPV.0120.0080.**A Description**

This special provision describes furnishing and hauling water to fill the new detention basin after placement of the clay lining.

B Materials

Use potable water. At least ten working days prior to the start of filling the new detention basin, contact the City of Muskego Utilities Superintendent, Scott Kloskowski, (262) 679-4149 to arrange for the payment and use of metered-water from adjacent city hydrants.

C Construction

Upon acceptance of the Detention Basin Clay Lining, fill the interior surfaces of the detention basin pond and forebay with water from elevation 781.50 to the normal water elevation of 786.50.

Haul and apply water using vehicles equipped with watertight tanks. Equip the tanks with a suitable pressure-type distributor device that allows uniform application over the specified area. Use tanks with a minimum capacity of 1000 gallons and equipped with positive shut-off valves controlled while the vehicle is in motion.

Load and unload the tank and operate the equipment in a way that does not damage the detention pond grading. Repair damaged areas as directed by the engineer after watering operations are complete.

D Measurement

The department will measure Detention Basin Water by the thousand gallon units (MGAL), acceptably completed. The quantity measured equals the volume of water furnished and applied as the engineer directs according to the contract. The department will determine the volume by engineer-approved meters or from tanks of known capacity.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0120.0080	Detention Basin Water	MGAL

Payment is full compensation for providing, hauling, and filling the detention basin with water to the elevation specified; and for repairing damaged areas.

53. Concrete Sidewalk 5-Inch Special, Item SPV.0165.0001; Concrete Sidewalk 12-Inch Special, Item SPV.0165.0002.

A Description

This special provision describes placing colored concrete sidewalk (size). Placement, forming, and aggregate of the concrete shall be according to the pertinent requirements of standard spec 415, 416 and 501, according to the details as shown on the plans, and as hereinafter provided.

B Materials

At least fifteen (15) working days prior to the start of colored concrete installation supply one 2-foot x 2-foot panel sample of the colored concrete. The final color and finish is to be approved by the City of Muskego, Mr. Mike Paulos, (414) 266-9086, prior to placement of any colored concrete in the field.

The accepted sample shall be the standard of finish for all colored concrete work within the project.

The concrete shall be grade A2 or grade A-FA as specified in standard spec 501. All colored concrete shall originate from the same batch plant.

C Construction

Place concrete at thickness shown in the plans using installers experienced with colored, broom finished concrete.

Concrete sidewalk shall match the visual appearance of the approved sample. Concrete sidewalk not conforming to the color and finish of the approved sample shall be replaced at the contractor's expense.

C.1 Color Admixture

Use integral color admixture material specifically designed for coloring concrete. Blend admixture at plant per manufacturer's specifications to achieve the indicated color. Match the concrete color in reasonably close conformance with WisDOT red color similar to Federal Standard 595 – FS 31136.

C.2 Finish

Finish shall be a medium brushed (broom) finish with a 6-inch smooth troweled finish as shown in the plans.

D Measurement

The department will measure Concrete Sidewalk 5-Inch Special and Concrete Sidewalk 12-Inch Special in area by the square foot placed and 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.0165.0001	Concrete Sidewalk 5-Inch Special	SF
SPV.0165.0002	Concrete Sidewalk 12-Inch Special	SF

Payment is full compensation for installation of concrete; excavating and preparing the foundation; providing all materials, including concrete, and expansion joints; placing, finishing, protecting and curing concrete; for preparing and disposing of sample panels.

The department will pay separately for coloring concrete under the Coloring Concrete WisDOT Red bid item.

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

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

TrANS is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor’s needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 3 (*number*) TrANS Graduate(s) be utilized on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 3 (number) TrANS Apprentice(s) be utilized on this contract.

- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

I. RATIONALE AND SPECIAL NOTE

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

NOTE: *Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.*

II. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

IV. TRANS TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

1. Description

- a. The federal DBE program requirements outlined in the Code of Federal Regulations at 49 CFR Part 26 apply to this Wisconsin Department of Transportation contract. WisDOT is a recipient of federal funds and this contract includes federal funds. United States Department of Transportation Federal DBE Program requires the following provisions:
 - (1) Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE regulations will be considered a material breach of contract. This is non-negotiable. If a contractor fails to carry out the DBE program and Title VI nondiscrimination requirements of its contracts, the following sanctions will be assessed depending upon the facts, reasoning, severity and remedial efforts of the contractor: termination of contract, withholding payment, assessment of monetary sanctions, assessment of liquidated damages and/or suspension/debarment proceedings that may result in the disqualification of the contractor from bidding for a designated period of time.
 - (2) The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the federal fund recipient's [DOT] written consent. Unless [WisDOT] consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
- b. The Wisconsin Department of Transportation [WisDOT] is committed to the compliant administration of the DBE Program. Each WisDOT Secretary affirms this commitment with his/her signed assurance.
<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf>
 - (1) The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
 - i. Produce accurate and complete quotes.
 - ii. Understand highway plans applicable to their work.
 - iii. Understand specifications and contract requirements applicable to their work.
 - iv. Understand contracting reporting requirements.
 - (2) Wisconsin DOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned, specified contract DBE goal by subcontracting work to a DBE or by procuring services or materials from a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
 - (3) For more comprehensive information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:
<http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

2. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

- a. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
- b. **DBE:** A small business certified as disadvantaged business enterprise (DBE) under the federal DBE program and included on the Wisconsin UCP DBE Directory deemed ready, willing and able.
- c. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
- d. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- e. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- f. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

3. DBE Percentage Required at Bid Submission

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

4. WisDOT Interpretation of Federal DBE Program Provision

Prime contractors must utilize the specific DBEs listed to perform the work and/or supply the materials for which each is listed on the Commitment to Subcontract to DBE Form [DT1506] and approved by WisDOT's DBE office to execute its contract. The approved Commitment to Subcontract to DBE Form [DT1506] becomes a contract document/record.

a. Department's DBE Evaluation Process

WisDOT evaluates DBE using the Commitment to Subcontract to DBE, payments to subcontractors and contract documentation. The prime contractor shall list the specific DBE certified firms and items of work s/he intends to use toward the fulfillment of the assigned DBE contract goal. The prime contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved Form DT1506.

b. Documentation Submittal

The contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506]. Effective January 1, 2017, the contractor will be required to submit the documentation within 5 business days after bid opening. All necessary supporting documentation including Attachment 'A' forms and/or Good Faith Efforts Form

[DT1202] must be submitted no later than 2 business days from contractor's initial submission of the DT 1506. The contractor must provide a signed Attachment 'A' form to the DBE office within the time limit in order to receive authorization for contract execution; the DBE office reserves the right accept alternate documentation in lieu of the signed form in extenuating circumstances. Documentation must be submitted to the DBE Office by email at DBE_Alert@dot.wi.gov (DBE_Alert@dot.wi.gov) or by postal mail ATTN: DBE Office, PO Box 7965, Madison, WI 53707-7965.

(1) **Bidder Meets DBE Goal**

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

(2) **Bidder Does Not Meet DBE Goal**

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

c. **Bidder Fails to Submit Documentation**

If the contractor fails to furnish the Commitment to Subcontract to DBE Form [DT1506] within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

5. Department's Criteria for Good Faith Effort

Appendix A of 49 CFR Part 26, is the guiding regulation concerning good faith efforts. However, the federal regulations do not explicitly define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own practices to create a process for making a determination of adequate good faith. WisDOT evaluates good faith on a contract basis just as each contract award is evaluated individually.

The department will only approve a contractor's good faith efforts if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith efforts will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- a. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.

b. Prime Contractors should:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT- approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
- (2) Prime contractors may request assistance with DBE outreach and follow-up by contacting the department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Requesting assistance with outreach is not a decisive factor in the review Good faith effort evaluation. Phone numbers are 414-438-4584 and/or 414-659-0487; Fax: 414-438-5392; E-mail: DOTDBESupportServices@dot.wi.gov.
- (3) Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
 - i. Solicit quotes from certified DBE firms who match 'possible items to subcontract' using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which you are seeking quotes to DOTDBESupportServices@dot.wi.gov.
 - ii. SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
 - (a) Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
 - (b) Solicit quotes at least 10 calendar days prior to the letting date, at least two Fridays before the letting, to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
 - (c) Second solicitation should take place within 5 calendar days. Email and SBN are the preferred delivery of the follow-up solicitation.
 - iii. Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
 - iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit or insurance if requested.
 - v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - (a) Email to all prospective DBE firms in relevant work areas.
 - (b) Phone call log to DBE firms who express interest via written response or call.
 - (c) Fax/letter confirmation
 - (d) Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.

c. Evaluate DBE quotes Documentation is critical if a prime does not utilize the DBE firm's quote for any reason.

- (1) Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area and/or NAICS code listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
- (2) In striving to meet an assigned DBE contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.

- (3) **Special Circumstance** - Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
- i. Compare bid items common to both quotes, noting the reasonableness in the price comparison.
 - ii. Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- d. Immediately after notification of contract award, the prime submits all **'Commitment to Subcontract'** forms to the DBE Office. Prime contractor has 5 days to submit the completed form for the DBE firms it intends to use on the contract for DBE credit. If the goal is not met in full, the prime contractor must provide the following information along with WisDOT form DT1202: Certificate of Good Faith Efforts.
- (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact.
 - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
 - (3) Photocopies or electronic copies of all written solicitations to DBE's. A printed copy of SBN solicitation is acceptable.
 - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
 - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.

The prime contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved Commitment to Subcontract to DBE Form [DT1506]. If the prime contractor utilizes another contractor, including the use of its own workforce, to perform the work assigned to a DBE on the approved DT1506, the prime contractor will not be entitled to payment for that work. Any changes to DBE after the approval of the DT1506 must be reviewed and approved by the DBE office prior to the change.

6. Use of Joint Checks

The use of joint checks is allowable if it is a commonly recognized business practice in the material industry. A joint check is defined as a two-party check between a DBE, a prime contractor and the regular dealer of materials supplier who is neither the prime nor an affiliate of the prime. Typically, the prime contractor issues one check as payor to the DBE subcontractor and to the supplier jointly (to guarantee payment to the supplier) as payment for the material/supplies used by the DBE in cases where the prime has submitted the DBE and material for DBE credit. The DBE subcontractor gains the opportunity to establish a direct contracting relationship with the supplier to potentially facilitate a business rapport that results in a line of credit or increased partnering opportunities.

The cost of material and supplies purchased by the DBE is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE must be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and "paying for the material itself." See 49 CFR 26.55(c)(1).

The approval to use joint checks constitutes a commitment to provide further information to WisDOT, upon request by staff. WisDOT will allow the use of joint checks when the following conditions are met:

- a. The Prime must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
 - (1) Request should be made when the DBE Commitment form or Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
 - (2) Approval/Permission must be granted prior to the issuance of any joint checks.
 - (3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
 - (4) The joint check for supplies must be strictly for the cost of supplies.
- b. DBE subcontractor is responsible to furnish and/or install the material/work item. The DBE subcontractor shall not be an 'extra participant' in the transaction; the DBE's role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor's tasks should include the following.
 - (1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price and delivery of materials;
 - (2) The DBE subcontractor consents to sign/release the check to the supplier by signing the Application to Use Joint Checks after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor,
 - (1) The prime agrees to furnish the check used for the payment of materials/supplies under the contract.
 - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractors negotiated unit price.

7. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith effort submission. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so requested. Failure to appeal within 7 calendar days after receiving the department's written denial notice of a good faith effort evaluation constitutes a forfeiture of the bidder's right of appeal. A contract cannot be executed without documentation that the DBE provisions have been fulfilled.
- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 5 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

8. Department's Criteria for DBE Participation

Directory of DBE firms

- a. The only resource for DBE certified firms certified in the state of Wisconsin is the Wisconsin Unified Certification Program [UCP] DBE List. Wisconsin Department of Transportation maintains a current list of certified DBE firms titled Wisconsin UCP DBE Directory on the website at:
<http://wisconsin.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-267-3849.

9. Counting DBE Participation

Assessing DBE Work

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE certified firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.
- g. It is the prime contractor's responsibility to assess the DBE firm's ability to perform the work for which s/he is committing/contracting the DBE to do. Note that the department encourages the prime contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.

10. Commercially Useful Function

- a. Commercially useful function is evaluated after the contract has been executed, while the DBE certified firm is performing its work items. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- b. The department uses Form DT1011: DBE Commercially Useful Function Review and Certification to evaluate whether the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- c. A DBE is performing a commercially useful function if the following conditions are met:
 - (1) For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
 - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

11. Credit Evaluation for Trucking

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf>

12. Credit Evaluation for Manufacturers, Suppliers, Brokers

The department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The department will count the material and supplies that a DBE provides under the contract for DBE credit based on whether the DBE is a manufacturer, supplier or broker. Generally, DBE crediting measures and evaluates the DBE owner's role, responsibility and contribution to the transaction: maximum DBE credit when the DBE manufactures materials or supplies; DBE credit decreases when the DBE solely supplies material and minimal credit is allotted when the DBE's role is administrative or transactional.

It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

a. Manufacturers

- (1) A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, count **100%** percent of the cost of the materials or supplies toward DBE goals.

b. Regular Dealers of Material and/or Supplies

- (1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
- (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
 - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.

c. Brokers, Transaction Expeditors, Packagers, Manufacturers Representatives

- (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit; however, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives or other persons who arrange or expedite transactions.
- (2) Brokerage fees have historically been calculated as **10%** of the purchase amount.
- (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site.
- (4) The evaluation will review the contract need for the item/service, review the sub-contract or invoice for the item/service, compare the fees customarily allowed for similar services to determine whether they are reasonable.

When DBE suppliers are contracted, additional documentation must accompany the DT1506 and Attachment 'A' forms. An invoice or bill-of-sale that includes the company names of the bidder and the DBE supplier and documentation of the calculations used as the basis for the purchase agreement, subcontract or invoice.

WisDOT recognizes that the amount on the Attachment 'A' form may be more or less than the amount on the invoice. Please respond to the following questions and submit with your DBE Commitment Form.

1. What is the product or material?
2. Is this item in the prime's inventory or was the item purchased when contract was awarded?
3. Which contract line items were referenced to develop this quote?
4. What is the amount of material or product used on the project?

13. Credit Evaluation for DBE Primes

Wisconsin DOT calculates DBE credit based on the amount and type of work performed by DBE certified firms. If the prime contractor is a DBE certified firm, the department will only count the work that DBE prime contractor performs with its own forces for DBE credit. We will also calculate DBE credit for the work performed by any other DBE certified subcontractor, DBE certified supplier, DBE certified manufacturer on that contract in that DBE's approved work areas/NAICS code. Crediting for manufacturers and suppliers is calculated consistent with paragraph 12 of this document and 49 CFR Part 26.

14. Joint Venture

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

15. Mentor Protégé

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will count for credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit will be evaluated and confirmed by the DBE Office for any contracts on which the mentor protégé team identifies itself to the DBE Office as a current participant of the Mentor Protégé Program.
- c. Refer to WisDOT's Mentor Protégé guidelines for guidance on the number of contracts and amount of DBE credit that can be counted on any WisDOT project.

16. DBE Replacement or Termination

Contractual Requirement

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Department's DBE Office. If the Department does not provide consent to replace or terminate a DBE firm, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

Contractor Considerations

- a. A prime contractor cannot terminate and/or replace a DBE subcontractor listed on the approved Commitment to Subcontract to DBE Form [DT1506] without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

- b. If a prime contractor feels it is necessary to replace or terminate a DBE firm that has been approved for DBE credit toward its contract, s/he will be required to provide reasons and documentation to support why the prime cannot fulfill the contractual commitment that it made to the Department regarding the DBE utilization.
- c. Prime contractor is required to make affirmative efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the assigned DBE contract goal.
- d. In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason or is terminated from a contract, the prime contractor is expected to make affirmative efforts to maintain its commitment to the assigned DBE goal.
- e. The DBE firm should communicate with the prime contractor regarding its schedule and capacity in the context of the contract. If the DBE anticipates that it cannot fulfill its subcontract, s/he shall advise the prime contractor and suggest a DBE that may replace their services or provide written consent to be released from its subcontract.
 - (1) Before the prime contractor can request to terminate or substitute a DBE firm; s/he must:
 - i. Make every effort to fulfill the DBE commitment by working with the listed DBE to ensure that they are fully knowledgeable of your expectations for successful performance on the contract. Document these efforts in writing.
 - ii. If those efforts fail, provide written notice to the DBE subcontractor of your *intent* to request to terminate and/or replace the firm including the reason(s) you want to pursue this action.
 - iii. Copy the DBE Office on all correspondence related to changing a DBE firm who has been approved for DBE credit on a contract including the preparation and coordination efforts with the DBE on the contract.
 - iv. Clearly state the amount of time the DBE firm has to remedy and/or respond to your notice of intent to replace/terminate their firm from the contract. The DBE shall be allowed five days to respond, in writing. **EXCEPTION:** The prime contractor must provide a verifiable reason for a response period shorter than five days. For example a WisDOT project manager must verify that waiting 5 days for a DBE performing traffic control work to respond would affect the public safety.
 - v. The DBE subcontractor must forward a written response to the prime contractor and copy the DBE Office. The written response must outline why it objects to the proposed termination of its subcontract and list the reasons that WisDOT should not approve the request for their firm to be replaced or removed from the contract.

The Request to Replace or Terminate a DBE

The prime contractor must provide a written request to replace or terminate a DBE firm that has been approved for DBE credit on a WisDOT contract. The written request can be an email or printed document delivered by email or fax; at minimum, the request must contain the following:

1. Contract ID number.
2. Wisconsin DOT Contract Project Manager name and contact information.
3. DBE name and work type and/or NAICS code.
4. Contract's progress schedule.
5. Reason(s) for requesting that the DBE be replaced or terminated.
6. Attach/include all communication with the DBE to deploy/address/resolve work completion,

WisDOT will review your request and any supporting documentation that you submit to evaluate whether the circumstance and the reasons constitute a good cause for replacing or terminating the DBE that was approved for DBE credit on that contract.

Examples of Good Causes to Replace a DBE according to the federal DBE program guidelines {49 CFR part 26.53}

- The listed DBE subcontractor fails or refuses to execute a written contract.
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- You have determined that the listed DBE subcontractor is not a responsible contractor.
- The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.
- The listed DBE is ineligible to receive DBE credit for the type of work required.
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.

Evaluation and Response to the Request

If WisDOT determines that your reasons comply with the good cause standards; the DBE office will send the prime contractor and the WisDOT project manager an email stating that we concur with the reasons and approve the replacement or termination.

If WisDOT determines that your reasons do not comply with the good cause standards of the federal DBE program, the DBE Office will send the prime contractor an email that includes *the requirement* to utilize the committed DBE, *remedial actions* to support the completion of the contractual commitment, a list of available WisDOT support services *and administrative remedies that may be invoked* for failure to comply with federal DBE guidelines for DBE replacement.

The Wisconsin Department of transportation contact for all actions related to replacing a DBE is the DBE Program Chief and/or the DBE Program Engineer which can be reached at DBE_Alert@dot.wi.gov or by calling 608-267-3849.

17. DBE Utilization beyond the approved DBE Commitment Form DT1506

If the Prime/subcontractor increases the scope of work for a participating DBE or adds a DBE subcontractor that was not on the approved Form DT1506 at any time after contract award, s/he should follow these steps so that the participation can be accurately credited toward the DBE goal.

- a. Send an email to the DBE Engineer at DBE_Alert@dot.wi.gov describing the work to be performed by the new DBE including the proposed schedule or duration, DBE name and contact information. You may also call the DBE Engineer at 414-659-0487 to notify him of the change verbally.
If the scope change added work for a participating DBE; list the date and reason for the scope change.
- b. Forward a complete, signed Attachment 'A' form to the DBE Office at DBE_Alert@dot.wi.gov. A complete Attachment A includes DBE contact information, signature, subcontract value and proper description of the work areas to be performed by the DBE.
The DBE office will confirm the DBE participation and revise the DT1506 based on the email/discussion and attach the new/revised Attachment A to the Contract record/documentation.

18. Contract Modifications

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

19. Payment

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

APPENDIX A

Sample Contractor Solicitation Letter Page 1

This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

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

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

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

<http://roadwaystandards.dot.wi.gov/hcci/>

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

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

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

All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

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

Please check all that apply

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

Prime Contractor's Contact Person

DBE Contractor Contact Person

 Phone: _____
 Fax: _____
 Email: _____

 Phone: _____
 Fax: _____
 Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

APPENDIX B

BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

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

Primes

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

DBE

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

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

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

APPENDIX D

Good Faith Effort Evaluation Guidance

Excerpt from Appendix A of 49 CFR Part 26

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

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

contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Appendix E

Small Business Network [SBN] Overview

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

Within the Small Business Network, **Prime Contractors** can:

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

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

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

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Release of Routine Retainage

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

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

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

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

ADDITIONAL SPECIAL PROVISION 6

ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

104.10.1 General

Replace paragraph four with the following effective with the December 2017 letting:

- (1) Subsection 104.10 specifies a 2-step process for contractors to follow in submitting a cost reduction incentive (CRI) for modifying the contract in order to reduce direct construction costs computed at contract bid prices. The initial submittal is referred to as a CRI concept and the second submittal is a CRI proposal. The contractor and the department will equally share all savings generated to the contract due to a CRI as specified in 104.10.4.2(1). The department encourages the contractor to submit CRI concepts.

104.10.4.2 Payment for the CRI Work

Replace paragraph four with the following effective with the December 2017 letting:

- (1) The department will pay for completed CRI work as specified for progress payments under 109.6. The department will pay for CRI's under the Cost Reduction Incentive administrative item. When all CRI costs are determined, the department will execute a contract change order that does the following:
1. Adjusts the contract time, interim completion dates, or both.
 2. Pays the contractor for the unpaid balance of the CRI work.
 3. Pays the contractor 50 percent of the net savings resulting from the CRI, calculated as follows:

$$NS = CW - CRW - CC - DC$$

Where:

NS = Net Savings

CW = The cost of the work required by the original contract that is revised by the CRI. CW is computed at contract bid prices if applicable.^[1]

CRW = The cost of the revised work, computed at contract bid prices if applicable.^[1]

CC = The contractor's cost of developing the CRI proposal.

DC = The department's cost for investigating, evaluating, and implementing the CRI proposal.

^[1] The department may adjust contract bid prices that, in the engineer's judgement, do not represent the fair value of the work deleted or proposed.

108.11 Liquidated Damages

Replace paragraphs two and three with the following effective with the December 2017 letting:

- (2) This deducted sum is not a penalty but is a fixed, agreed, liquidated damage due the department from the contractor for the added cost of engineering and supervision resulting from the contractor's failure to complete the work within the contract time.
- (3) Unless enhanced in the special provisions, the department will assess the following daily liquidated damages

LIQUIDATED DAMAGES			
ORIGINAL CONTRACT AMOUNT		DAILY CHARGE	
FROM MORE THAN	TO AND INCLUDING	CALENDAR DAY	WORKING DAY
\$0	\$250,000	\$850	\$1700
\$250,000	\$500,000	\$815	\$1630
\$500,000	\$1,000,000	\$1250	\$2500
\$1,000,000	\$2,000,000	\$1540	\$3080
\$2,000,000	—	\$2070	\$4140

- (1) Operate profilers within the manufacturer's recommended speed tolerances. Perform profile runs in the direction of travel. Measure the longitudinal profile of each wheel track of each lane. The wheel tracks are 6.0 feet apart and centered in the traveled way of the lane.
-

203.3.2.2 Removal Operations

Replace the entire text with the following effective with the December 2017 letting:

203.3.2.2.1 General

- (1) Except as specified below for closing culverts, remove the entire top slab of box culverts and the entire superstructure of other culverts and bridges designated for removal. Completely remove existing piles, cribs, or other timber construction within the limits of new embankments, or remove these structures to an elevation at least 2 feet below finished ground line. Remove sidewalls or substructure units in water to an elevation no higher than the elevation of the natural stream or lake bed, or, if grading the channel is required under the contract or the plans, to the proposed finished grade of the stream or lake bed. Remove sidewalls or substructure units not in water down to at least 2 feet below natural or finished ground line.
- (2) If extending or incorporating existing culverts and bridges in the new work, remove only those parts of the existing structure as necessary to provide a proper connection to the new work. Saw, chip, or trim the connecting edges to the required lines and grades without weakening or damaging the remaining part of the structure. During concrete removal, do not damage reinforcing bars left in place as dowels or ties incorporated into the new work.
- (3) Remove pipe culverts designated for salvage in a way that prevents damage to the culverts.
- (4) Dismantle steel structures or parts of steel structures designated for salvage in a way that avoids damage to the members. If the contract specifies removing the structure in a way that leaves it in a condition suitable for re-erection, matchmark members with durable white paint before dismantling. Mark pins, bolts, nuts, loose plates, etc., similarly to indicate their proper location. Paint pins, bolts, pinholes, and machined surfaces with a department-approved rust preventative. Securely wire loose parts to adjacent members, or label and pack them in boxes.
- (5) Remove timber structures or parts of timber structures designated for salvage in a way that prevents damage to the members.
- (6) If the engineer approves, the contractor may temporarily use materials designated for salvage in falsework used to construct new work. Do not damage or reduce the value of those materials through temporary use.

203.3.2.2.2 Deck Removal

- (1) Protect the work as specified in 107.14 during deck removal. Minimize debris falling onto water surfaces and wetlands as the contract specifies in 107.18 or in the special provisions. Also, minimize debris falling on the ground and roadway.
- (2) Do not damage existing bar steel reinforcement, girders, or other components that will be incorporated in new work. Remove decks on prestressed concrete girders using a hydraulic shear or other engineer-approved equipment. Thoroughly clean, realign, and retie reinforcement as necessary.
- (3) After deck removal is complete, notify the engineer to request a damage survey. Point out damage to the engineer. Allow one business day for the engineer to complete the damage survey. If damage is identified, the department will determine if repairs or girder restoration will be allowed.
- (4) If the department allows girder restoration, have a professional engineer registered in the State of Wisconsin analyze the effect of the damage to the bridge, make recommendations, and prepare signed and sealed computations and structural details required to restore girders to their previous structural capacity. Submit the restoration proposal, including analysis and structural details, to the department and design engineer of record. The department will accept or reject the restoration proposal within 3 business days. Do not begin restoration work until the department allows in writing.
- (5) The engineer will not extend contract time to assess or remediate contractor caused damage.

203.5.1 General

Replace the entire text with the following effective with the December 2017 letting:

- (2) Payment is full compensation for breaking down and removing; costs associated with contractor-caused damage; required salvaging, storing, and disposing of materials; and, unless the contract specifies granular backfill, for backfilling.
-

415.2.3 Expansion Joint Filler

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Furnish expansion joint filler conforming to AASHTO M153, AASHTO M213, ASTM D7174, or ASTM D8139 in lengths equal to the pavement lane width and of the thickness and height the plans show. Where dowel bars are required, use filler with factory-punched holes at the dowel bar locations and with a diameter not greater than 1/8 inch larger than the nominal dowel bar diameter.
-

415.3.20 Filling Joints

Replace paragraph two with the following effective with the December 2017 letting:

- (2) Clean joints of laitance, curing compound, and other contaminants before filling. Saw construction joints at least 3/4 inches deep before filling. Sawing is not required for tooled joints in curb and gutter. Sandblast or waterblast exposed joint faces using multiple passes as required to clean joint surfaces of material that might prevent bonding. Blow clean and dry with oil-free compressed air immediately before filling.
- =====
-

415.5.1 General

Replace paragraph two with the following effective with the December 2017 letting:

- (6) Payment for Concrete Pavement Joint Filling is full compensation for filling concrete pavement joints; filling adjacent curb and gutter joints; and for sawing.
-

440.3.4.2 Contractor Testing

Replace paragraph two with the following effective with the December 2017 letting:

- (2) Coordinate with the engineer at least 24 hours before making profile runs for acceptance unless the engineer approves otherwise. The department may require testing to accommodate staged construction or if corrective action is required.
-

502.2.7 Preformed Joint Filler

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use preformed joint filler conforming to AASHTO M153, AASHTO M213, ASTM D7174, or ASTM D8139.
-

502.3.7.8 Floors

Replace paragraph fourteen with the following effective with the December 2017 letting:

- (14) Unless specified otherwise, transversely tine finish the floors of structures with approach pavements designed for speeds of 40 mph or greater as specified in 415.3.8.3, except make the tining 1/8 inch in depth and do not perform tining within 12 inches of gutters. The contractor may apply a broom finish, described below, instead of the artificial turf drag finish required before tining. The contractor may perform tining manually, if it obtains a finish satisfactory to the engineer. Perform tining within 20 degrees of the centerline of bearing of the substructure units on bridge decks having skew angles of 20 degrees or greater.

614.2.1 General

Add the following as paragraph ten effective with the December 2017 letting:

- (10) Furnish guardrail reflectors from the department's APL.

614.3.2.1 Installing Posts

Add the following as paragraph five effective with the December 2017 letting:

- (5) Provide post-mounted reflectors every 100 feet with one at the beginning and end of each run and a minimum of three reflectors per run.

614.5 Payment

Replace paragraph four with the following effective with the December 2017 letting:

- (4) Payment for the Steel Thrie Beam, Steel Plate Beam Guard, Guardrail Stiffened, MGS Guardrail, Short Radius, and various transition bid items is full compensation for providing guardrail and transitions including post-mounted reflectors; for repairing damaged zinc coatings; and for excavating, backfilling, and disposing of surplus material.

641.2.9 Overhead Sign Supports

Replace paragraph three with the following effective with the December 2017 letting:

- (3) Provide steel pole shafts, mast arms or trusses, and luminaire arms zinc coated according to ASTM A123. The contractor may provide either straight or tapered pole and arm shafts unless the plans specify otherwise. Provide bolts and other hardware conforming to 641.2.2.

642.2.2.1 General

Replace the entire text with the following effective with the December 2017 letting:

- (1) Provide each field office with two rooms, separated by an interior door with a padlock. Ensure that each room has a separate exterior door and its own air conditioner. Locate the office where a quality internet connection can be achieved.
- (2) Provide long distance telephone service via a land line for exclusive department use that has the following:
 - Two programmable touch-tone phones, one of which is cordless. Ensure that phone operations will not interfere with other telecommunications equipment.
 - Voice mail service or an answering machine.
- (3) Provide high-speed internet service for exclusive department use via cable or DSL connection with a modem/router and capable of supporting cloud enabled file sharing, voice over internet protocol (VoIP), video conferencing, and web based applications. Ensure that system meets the following:
 - Includes a wireless network for the field office.
 - Can accommodate IPsec based VPN products.
 - Has a bandwidth range as follows:

Field office with 1-5 staff:	A minimum connection speed of 5 Mbps download and 1 Mbps upload. If a cable or DSL option is not available the contractor may provide a personal hotspot using cell phone tethering or other device able to achieve the specified minimum speeds inside the field office.
Field office with 6 or more staff:	A minimum connection speed of 10 Mbps + 1/2 Mbps per user download and 5 Mbps upload.
Projects over 500 million dollars:	A minimum connection speed of 20 Mbps + 1/2 Mbps per user download and 10 Mbps upload. Coordinate network setup at the leased office with the WisDOT network team.
- (4) Provide and maintain a Windows 7 and Windows 10 compliant multi-function device with copy, print, and scan capabilities that can accommodate both 8 1/2" x 11" and 11" x 17" paper. Replenish paper, toner cartridges, and other supplies before fully expended. Ensure that department staff can connect to the device either directly or through the field office wireless network.

- (5) Equip with a drafting table with a drafter's stool. Except as specified in 642.2.2.4, provide 2 ergonomically correct office chairs in working condition with, at a minimum, the following:
1. Five-legged base with casters.
 2. Seat adjustable from 15 to 22 inches from the floor with a seamless waterfall, rounded, front edge.
 3. High backrest with no arms or adjustable arms.

645.2.2.2 Geotextile, Type SAS (Subgrade Aggregate Separation)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Furnish fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	170 lb
Minimum puncture strength	ASTM D6241	350 lb
Maximum apparent opening size	ASTM D4751	No. 70
Minimum permittivity	ASTM D4491	0.35 s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.4 Geotextile, Type DF (Drainage Filtration)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Furnish fabric conforming with the physical requirements of either schedule A, schedule B, or schedule C as the contract specifies.

SCHEDULE A TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	110 lb
Minimum puncture strength	ASTM D6241	200 lb
Minimum apparent breaking elongation	ASTM D4632	30%
Maximum apparent opening size	ASTM D4751	300 µm
Minimum permittivity	ASTM D4491	0.70 s ⁻¹

SCHEDULE B TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	180 lb
Minimum puncture strength	ASTM D6241	350 lb
Minimum apparent breaking elongation	ASTM D4632	30%
Maximum apparent opening size	ASTM D4751	300 µm
Minimum permittivity	ASTM D4491	1.35 s ⁻¹

SCHEDULE C TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	180 lb
Minimum puncture strength	ASTM D6241	350 lb
Minimum apparent breaking elongation	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	600 µm
Minimum permittivity	ASTM D4491	1.00 s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.6 Geotextile, Type R (Riprap)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	205 lb
Minimum puncture strength	ASTM D6241	400 lb
Minimum apparent breaking elongation	ASTM D4632	15%

Maximum apparent opening size	ASTM D4751	No. 30
Minimum permittivity	ASTM D4491	0.12 s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.7 Geotextile, Type HR (Heavy Riprap)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength, lb	ASTM D4632	305 lb
Minimum puncture strength, lb	ASTM D6241	500 lb
Minimum apparent breaking elongation, %	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	No. 30
Minimum permittivity	ASTM D4491	0.40, s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.8 Geotextile, Type C (Modified SAS)

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Grab tensile strength, lb	ASTM D4632	205 lb
Puncture strength, lb	ASTM D6241	350 lb
Maximum apparent opening size	ASTM D4751	No. 50
Minimum permittivity	ASTM D4491	0.12 s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

715.3.1.3 Department Verification Testing

Replace paragraph one with the following effective with the December 2017 letting:

- (1) The department will perform verification testing as specified in 701.4.2 with additional testing as required to obtain at least 1 verification test per lot for air content, slump, temperature, and compressive strength.

Errata

Make the following corrections to the standard specifications:

106.3.3.1 General

Correct errata by changing "acceptance" to "approval."

- (1) For manufactured products or assemblies, the department may base approval on a product certification or require both a product certification and production plant certification.
-

205.3.1 General

Correct errata by deleting paragraph three to reflect current practice to incorporate suitable materials.

- (3) Replace unsuitable material with satisfactory material. Trim and finish the roadway. Maintain the work done under 205 in a finished condition until acceptance.
-

521.2 Materials

Correct errata by deleting bullet three and including aluminum coated pipe in bullet one.

- (1) Furnish corrugated steel pipe and steel apron end walls as follows:
 - Corrugated steel culvert pipe, steel apron endwalls, aluminum coated corrugated steel culvert pipe, and other components conforming to AASHTO M36.
 - Polymer coated corrugated steel culvert pipe and pipe arch fabricated from zinc coated sheet steel conforming to AASHTO M218. Before fabrication, coat the sheets on both sides with polymer protective coating grade 250/250 according to AASHTO M246. Fabricate the pipe according to AASHTO M245.
-

614.3.2.2 Installing Rail

Correct errata for splice location and allow punching or drilling holes and slots.

- (1) Install rail with lap splices in the direction of traffic. Ensure that the number and dimensions of holes and bolts conforms to the plan details for new splices. Place the round head of bolts on the traffic side.
 - (2) Cut rails to length by shearing or sawing; do not use cutting torches. Drill or punch bolt holes and slots; ensure that they are burr free. After installation, cut anchor bolts that project more than one inch from the nut to 1/2 inch from the nut; deburr the threaded end of cut bolts.
-

618.1 Description

Correct errata by deleting designated detours from the scope of Maintenance and Repair of Haul Roads.

- (1) This section describes maintaining, repairing, and restoring all public roads, streets, drainage facilities, and other components used for hauling by contractor, subcontractor, or supplier to support work for a department contract to its pre-haul condition. Public roads and streets shall be limited to those not a part of the State Trunk Highway System and from now on called haul roads.

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to paul.ndon@dot.wi.gov within 5 days of payment receipt to be logged manually.

***Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

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 at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

<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 10/06/2017 WI10

Superseded General Decision Number: WI20160010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
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
16	09/22/2017
17	10/06/2017

BRWI0001-002 06/01/2016

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.84	20.95

BRWI0002-002 06/01/2016

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.04	19.70

BRWI0002-005 06/01/2016

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.07	20.51

BRWI0003-002 06/01/2016		
BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57

BRWI0004-002 06/01/2016		
KENOSHA, RACINE, AND WALWORTH COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 36.59	21.49

BRWI0006-002 06/01/2016		
ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.04	19.75

BRWI0007-002 06/01/2016		
GREEN, LAFAYETTE, AND ROCK COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.53	20.95

BRWI0008-002 06/01/2016		
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 36.98	20.62

BRWI0011-002 06/01/2016		
CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57

BRWI0019-002 06/01/2016		
BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 31.98	20.81

BRWI0034-002 06/01/2015		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.86	17.22

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

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

 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

 CARP0264-003 06/01/2016

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

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

 CARP0361-004 05/01/2016

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 34.57	18.16

 CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

 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

 ELEC0014-007 06/05/2017

REMAINING COUNTIES

	Rates	Fringes
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).		

ELEC0127-002 06/01/2017

KENOSHA COUNTY

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

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

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

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

ELEC0242-005 06/04/2017

DOUGLAS COUNTY

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

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
Electricians:.....	\$ 30.69	26.00% +10.05

ELEC0430-002 06/01/2017		

RACINE COUNTY (Except Burlington Township)

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

ELEC0494-005 06/01/2017		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

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

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

ELEC0494-013 06/01/2015		

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

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 16.47	14.84
Technician.....	\$ 26.00	17.70

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 06/01/2017

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:.....	\$ 31.15	18.22

ELEC0890-003 06/01/2017		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,

RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 33.25	19.34

ELEC0953-001 07/01/2015		

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 42.14	32% + 5.00
(2) Heavy Equipment Operator.....	\$ 40.03	32% + 5.00
(3) Equipment Operator.....	\$ 33.71	32% + 5.00
(4) Heavy Groundman Driver..	\$ 26.78	14.11
(5) Light Groundman Driver..	\$ 24.86	13.45
(6) Groundsman.....	\$ 23.18	32% + 5.00

ENGI0139-005 06/05/2017		

	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.

IRON0008-002 06/01/2017

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 31.24	26.97
Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.		

IRON0008-003 06/01/2017

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.19	26.97
Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.		

IRON0383-001 06/01/2017

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.....	\$ 34.50	23.82

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

IRON0512-008 05/01/2017

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

	Rates	Fringes
IRONWORKER.....	\$ 36.50	26.45

IRON0512-021 05/01/2017

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.04	26.45

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

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

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

* 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	16.79
Group 2.....	\$ 30.81	16.79
Group 3.....	\$ 30.86	16.79
Group 4.....	\$ 31.06	16.79
Group 5.....	\$ 30.91	16.79
Group 6.....	\$ 27.34	16.79

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

* LABO0464-003 06/05/2017

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.99	16.79
Group 2.....	\$ 31.09	16.79
Group 3.....	\$ 31.14	16.79
Group 4.....	\$ 31.34	16.79
Group 5.....	\$ 31.19	16.79
Group 6.....	\$ 27.34	16.79

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/02/2016

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 29.86	16.35
Spray, Sandblast, Steel....	\$ 30.46	16.35
Repaint:		
Brush, Roller.....	\$ 28.36	16.35
Spray, Sandblast, Steel....	\$ 28.96	16.35

* PAIN0108-002 06/01/2017

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 33.74	18.95
Spray & Sandblast.....	\$ 34.74	18.95

PAIN0259-002 05/01/2008

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

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

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

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

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

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.

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

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

PAIN1011-002 06/01/2017

FLORENCE COUNTY

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

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 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEREAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2017

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 27.40	20.48
3 or more Axles; Euclids Dumptor & Articulated, Truck Mechanic.....	\$ 27.55	20.48

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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 15

Proposal ID: 20171212013 Project(s): 2723-00-71

Federal ID(s): WISC 2018010

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	108.3100.S Incentive/Disincentive for Interim Completion of Work 0001. Woods Road	10.000 CD	2,070.00000	20,700.00
0004	108.3100.S Incentive/Disincentive for Interim Completion of Work 0002. Princeton Drive	10.000 CD	2,070.00000	20,700.00
0006	201.0105 Clearing	13.000 STA	_____.	_____.
0008	201.0110 Clearing	965.000 SY	_____.	_____.
0010	201.0120 Clearing	126.000 ID	_____.	_____.
0012	201.0205 Grubbing	13.000 STA	_____.	_____.
0014	201.0210 Grubbing	965.000 SY	_____.	_____.
0016	201.0220 Grubbing	126.000 ID	_____.	_____.
0018	203.0100 Removing Small Pipe Culverts	17.000 EACH	_____.	_____.
0020	204.0100 Removing Pavement	278.000 SY	_____.	_____.
0022	204.0120 Removing Asphaltic Surface Milling	1,998.000 SY	_____.	_____.
0024	204.0150 Removing Curb & Gutter	1,558.000 LF	_____.	_____.
0026	204.0155 Removing Concrete Sidewalk	10.000 SY	_____.	_____.
0028	204.0195 Removing Concrete Bases	3.000 EACH	_____.	_____.
0030	204.0210 Removing Manholes	1.000 EACH	_____.	_____.
0032	204.0220 Removing Inlets	14.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 2 of 15

Proposal ID: 20171212013 Project(s): 2723-00-71

Federal ID(s): WISC 2018010

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	204.0245 Removing Storm Sewer (size) 0001. 12-Inch	272.000 LF	_____.	_____.
0036	204.0245 Removing Storm Sewer (size) 0002. 15-Inch	306.000 LF	_____.	_____.
0038	204.0245 Removing Storm Sewer (size) 0003. 18-Inch	323.000 LF	_____.	_____.
0040	204.0245 Removing Storm Sewer (size) 0004. 36-Inch	178.000 LF	_____.	_____.
0042	204.0245 Removing Storm Sewer (size) 0005. 42x24-Inch	84.000 LF	_____.	_____.
0044	204.9060.S Removing (item description) 0001. Apron Endwall	10.000 EACH	_____.	_____.
0046	205.0100 Excavation Common	27,931.000 CY	_____.	_____.
0048	213.0100 Finishing Roadway (project) 0001. 2723-00-71	1.000 EACH	_____.	_____.
0050	305.0110 Base Aggregate Dense 3/4-Inch	12.000 TON	_____.	_____.
0052	305.0120 Base Aggregate Dense 1 1/4-Inch	26,380.000 TON	_____.	_____.
0054	310.0110 Base Aggregate Open-Graded	24.000 TON	_____.	_____.
0056	311.0110 Breaker Run	26,113.000 TON	_____.	_____.
0058	405.0100 Coloring Concrete WisDOT Red	374.000 CY	_____.	_____.
0060	416.0260 Concrete Driveway HES 6-Inch	318.000 SY	_____.	_____.
0062	416.0512 Concrete Truck Apron 12-Inch	335.000 SY	_____.	_____.



Proposal Schedule of Items

Page 3 of 15

Proposal ID: 20171212013 Project(s): 2723-00-71

Federal ID(s): WISC 2018010

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	416.0610 Drilled Tie Bars	42.000 EACH	_____.	_____.
0066	416.1010 Concrete Surface Drains	39.000 CY	_____.	_____.
0068	440.4410 Incentive IRI Ride	4,000.000 DOL	1.00000	4,000.00
0070	455.0605 Tack Coat	3,747.000 GAL	_____.	_____.
0072	460.2000 Incentive Density HMA Pavement	7,011.000 DOL	1.00000	7,011.00
0074	460.5224 HMA Pavement 4 LT 58-28 S	374.000 TON	_____.	_____.
0076	460.6223 HMA Pavement 3 MT 58-28 S	6,399.000 TON	_____.	_____.
0078	460.6224 HMA Pavement 4 MT 58-28 S	2,768.000 TON	_____.	_____.
0080	460.7223 HMA Pavement 3 HT 58-28 S	1,040.000 TON	_____.	_____.
0082	460.7424 HMA Pavement 4 HT 58-28 H	414.000 TON	_____.	_____.
0084	520.8000 Concrete Collars for Pipe	2.000 EACH	_____.	_____.
0086	522.0112 Culvert Pipe Reinforced Concrete Class III 12-Inch	92.000 LF	_____.	_____.
0088	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	12.000 EACH	_____.	_____.
0090	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	2.000 EACH	_____.	_____.
0092	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 4 of 15

Proposal ID: 20171212013 Project(s): 2723-00-71

Federal ID(s): WISC 2018010

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	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1.000 EACH	_____.	_____.
0096	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	1.000 EACH	_____.	_____.
0098	522.2324 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 24x38-Inch	444.000 LF	_____.	_____.
0100	522.2619 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	2.000 EACH	_____.	_____.
0102	522.2624 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 24x38-Inch	11.000 EACH	_____.	_____.
0104	522.2638 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 38x60-Inch	1.000 EACH	_____.	_____.
0106	601.0405 Concrete Curb & Gutter 18-Inch Type A	185.000 LF	_____.	_____.
0108	601.0407 Concrete Curb & Gutter 18-Inch Type D	12,330.000 LF	_____.	_____.
0110	601.0411 Concrete Curb & Gutter 30-Inch Type D	2,492.000 LF	_____.	_____.
0112	601.0582 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type T	280.000 LF	_____.	_____.
0114	601.0600 Concrete Curb Pedestrian	165.000 LF	_____.	_____.
0116	602.0410 Concrete Sidewalk 5-Inch	1,673.000 SF	_____.	_____.
0118	602.0515 Curb Ramp Detectable Warning Field Natural Patina	420.000 SF	_____.	_____.



Proposal Schedule of Items

Page 5 of 15

Proposal ID: 20171212013 Project(s): 2723-00-71

Federal ID(s): WISC 2018010

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	606.0100 Riprap Light	20.000 CY	_____.	_____.
0122	606.0200 Riprap Medium	59.000 CY	_____.	_____.
0124	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	879.000 LF	_____.	_____.
0126	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	360.000 LF	_____.	_____.
0128	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	26.000 LF	_____.	_____.
0130	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	181.000 LF	_____.	_____.
0132	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	841.000 LF	_____.	_____.
0134	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	99.000 LF	_____.	_____.
0136	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,497.000 LF	_____.	_____.
0138	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	195.000 LF	_____.	_____.
0140	610.0119 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 19x30-Inch	54.000 LF	_____.	_____.
0142	610.0124 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 24x38-Inch	1,010.000 LF	_____.	_____.
0144	610.0129 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 29x45-Inch	155.000 LF	_____.	_____.



Proposal Schedule of Items

Page 6 of 15

Proposal ID: 20171212013 Project(s): 2723-00-71

Federal ID(s): WISC 2018010

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0146	610.0134 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 34x53-Inch	101.000 LF	_____.	_____.
0148	611.0420 Reconstructing Manholes	1.000 EACH	_____.	_____.
0150	611.0535 Manhole Covers Type J-Special	8.000 EACH	_____.	_____.
0152	611.0624 Inlet Covers Type H	22.000 EACH	_____.	_____.
0154	611.0642 Inlet Covers Type MS	7.000 EACH	_____.	_____.
0156	611.0651 Inlet Covers Type S	7.000 EACH	_____.	_____.
0158	611.0652 Inlet Covers Type T	6.000 EACH	_____.	_____.
0160	611.2004 Manholes 4-FT Diameter	3.000 EACH	_____.	_____.
0162	611.2005 Manholes 5-FT Diameter	8.000 EACH	_____.	_____.
0164	611.2006 Manholes 6-FT Diameter	15.000 EACH	_____.	_____.
0166	611.2007 Manholes 7-FT Diameter	4.000 EACH	_____.	_____.
0168	611.2008 Manholes 8-FT Diameter	1.000 EACH	_____.	_____.
0170	611.3003 Inlets 3-FT Diameter	48.000 EACH	_____.	_____.
0172	611.3004 Inlets 4-FT Diameter	10.000 EACH	_____.	_____.
0174	611.3225 Inlets 2x2.5-FT	12.000 EACH	_____.	_____.
0176	611.3230 Inlets 2x3-FT	12.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0178	611.3901 Inlets Median 1 Grate	5.000 EACH	_____.	_____.
0180	611.3902 Inlets Median 2 Grate	1.000 EACH	_____.	_____.
0182	611.8110 Adjusting Manhole Covers	1.000 EACH	_____.	_____.
0184	611.8115 Adjusting Inlet Covers	5.000 EACH	_____.	_____.
0186	611.9800.S Pipe Grates	16.000 EACH	_____.	_____.
0188	612.0106 Pipe Underdrain 6-Inch	300.000 LF	_____.	_____.
0190	612.0204 Pipe Underdrain Unperforated 4-Inch	50.000 LF	_____.	_____.
0192	612.0700 Drain Tile Exploration	250.000 LF	_____.	_____.
0194	612.0902.S Insulation Board Polystyrene (inch) 0001. 2-Inch	24.000 SY	_____.	_____.
0196	616.0700.S Fence Safety	500.000 LF	_____.	_____.
0198	618.0100 Maintenance And Repair of Haul Roads (project) 0001. 2723-00-71	1.000 EACH	_____.	_____.
0200	619.1000 Mobilization	1.000 EACH	_____.	_____.
0202	620.0300 Concrete Median Sloped Nose	643.000 SF	_____.	_____.
0204	623.0200 Dust Control Surface Treatment	31,637.000 SY	_____.	_____.
0206	624.0100 Water	170.000 MGAL	_____.	_____.
0208	625.0100 Topsoil	22,084.000 SY	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0210	627.0200 Mulching	6,363.000 SY	_____.	_____.
0212	628.1104 Erosion Bales	333.000 EACH	_____.	_____.
0214	628.1504 Silt Fence	2,678.000 LF	_____.	_____.
0216	628.1520 Silt Fence Maintenance	2,678.000 LF	_____.	_____.
0218	628.1905 Mobilizations Erosion Control	2.000 EACH	_____.	_____.
0220	628.1910 Mobilizations Emergency Erosion Control	2.000 EACH	_____.	_____.
0222	628.2008 Erosion Mat Urban Class I Type B	13,775.000 SY	_____.	_____.
0224	628.6510 Soil Stabilizer Type B	0.500 ACRE	_____.	_____.
0226	628.7005 Inlet Protection Type A	114.000 EACH	_____.	_____.
0228	628.7010 Inlet Protection Type B	6.000 EACH	_____.	_____.
0230	628.7015 Inlet Protection Type C	99.000 EACH	_____.	_____.
0232	628.7020 Inlet Protection Type D	16.000 EACH	_____.	_____.
0234	628.7504 Temporary Ditch Checks	66.000 LF	_____.	_____.
0236	628.7555 Culvert Pipe Checks	122.000 EACH	_____.	_____.
0238	628.7560 Tracking Pads	4.000 EACH	_____.	_____.
0240	628.7570 Rock Bags	100.000 EACH	_____.	_____.
0242	629.0205 Fertilizer Type A	1.600 CWT	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0244	629.0210 Fertilizer Type B	12.900 CWT	_____.	_____.
0246	630.0130 Seeding Mixture No. 30	202.000 LB	_____.	_____.
0248	630.0170 Seeding Mixture No. 70	12.000 LB	_____.	_____.
0250	630.0200 Seeding Temporary	205.000 LB	_____.	_____.
0252	630.0400 Seeding Nurse Crop	17.000 LB	_____.	_____.
0254	631.0300 Sod Water	167.000 MGAL	_____.	_____.
0256	631.1000 Sod Lawn	7,451.000 SY	_____.	_____.
0258	633.5200 Markers Culvert End	31.000 EACH	_____.	_____.
0260	634.0810 Posts Tubular Steel 2x2-Inch X 10-FT	8.000 EACH	_____.	_____.
0262	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	56.000 EACH	_____.	_____.
0264	634.0816 Posts Tubular Steel 2x2-Inch X 16-FT	30.000 EACH	_____.	_____.
0266	634.0818 Posts Tubular Steel 2x2-Inch X 18-FT	1.000 EACH	_____.	_____.
0268	637.2210 Signs Type II Reflective H	438.750 SF	_____.	_____.
0270	637.2230 Signs Type II Reflective F	190.500 SF	_____.	_____.
0272	638.2102 Moving Signs Type II	38.000 EACH	_____.	_____.
0274	638.2602 Removing Signs Type II	54.000 EACH	_____.	_____.
0276	638.3000 Removing Small Sign Supports	35.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0278	641.8100 Overhead Sign Support (structure) 0001. Sta 193+35.5 Lt	LS	LUMP SUM	_____.
0280	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
0282	643.0300 Traffic Control Drums	15,990.000 DAY	_____.	_____.
0284	643.0420 Traffic Control Barricades Type III	4,975.000 DAY	_____.	_____.
0286	643.0705 Traffic Control Warning Lights Type A	9,950.000 DAY	_____.	_____.
0288	643.0715 Traffic Control Warning Lights Type C	1,690.000 DAY	_____.	_____.
0290	643.0800 Traffic Control Arrow Boards	130.000 DAY	_____.	_____.
0292	643.0900 Traffic Control Signs	16,385.000 DAY	_____.	_____.
0294	643.0920 Traffic Control Covering Signs Type II	5.000 EACH	_____.	_____.
0296	643.1000 Traffic Control Signs Fixed Message	267.000 SF	_____.	_____.
0298	643.1050 Traffic Control Signs PCMS	30.000 DAY	_____.	_____.
0300	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0302	645.0111 Geotextile Type DF Schedule A	167.000 SY	_____.	_____.
0304	645.0120 Geotextile Type HR	453.000 SY	_____.	_____.
0306	645.0130 Geotextile Type R	170.000 SY	_____.	_____.
0308	645.0140 Geotextile Type SAS	8,000.000 SY	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0310	646.1020 Marking Line Epoxy 4-Inch	20,803.000 LF	_____.	_____.
0312	646.3020 Marking Line Epoxy 8-Inch	2,378.000 LF	_____.	_____.
0314	646.5020 Marking Arrow Epoxy	21.000 EACH	_____.	_____.
0316	646.5120 Marking Word Epoxy	4.000 EACH	_____.	_____.
0318	646.6320 Marking Dotted Extension Epoxy 18-Inch	82.000 LF	_____.	_____.
0320	646.7120 Marking Diagonal Epoxy 12-Inch	260.000 LF	_____.	_____.
0322	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	677.000 LF	_____.	_____.
0324	646.8120 Marking Curb Epoxy	155.000 LF	_____.	_____.
0326	646.8220 Marking Island Nose Epoxy	9.000 EACH	_____.	_____.
0328	649.0150 Temporary Marking Line Removable Tape 4-Inch	3,143.000 LF	_____.	_____.
0330	650.4000 Construction Staking Storm Sewer	119.000 EACH	_____.	_____.
0332	650.4500 Construction Staking Subgrade	5,967.000 LF	_____.	_____.
0334	650.5000 Construction Staking Base	5,967.000 LF	_____.	_____.
0336	650.5500 Construction Staking Curb Gutter and Curb & Gutter	15,452.000 LF	_____.	_____.
0338	650.6000 Construction Staking Pipe Culverts	7.000 EACH	_____.	_____.
0340	650.8500 Construction Staking Electrical Installations (project) 0001. 2723-00-71	LS	LUMP SUM	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0342	650.9000 Construction Staking Curb Ramps	24.000 EACH	_____.	_____.
0344	650.9910 Construction Staking Supplemental Control (project) 0001. 2723-00-71	LS	LUMP SUM	_____.
0346	650.9920 Construction Staking Slope Stakes	5,967.000 LF	_____.	_____.
0348	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	2,925.000 LF	_____.	_____.
0350	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	95.000 LF	_____.	_____.
0352	652.0800 Conduit Loop Detector	156.000 LF	_____.	_____.
0354	652.0900 Loop Detector Slots	104.000 LF	_____.	_____.
0356	653.0135 Pull Boxes Steel 24x36-Inch	1.000 EACH	_____.	_____.
0358	653.0140 Pull Boxes Steel 24x42-Inch	7.000 EACH	_____.	_____.
0360	653.0900 Adjusting Pull Boxes	1.000 EACH	_____.	_____.
0362	654.0105 Concrete Bases Type 5	14.000 EACH	_____.	_____.
0364	654.0230 Concrete Control Cabinet Bases Type L30	1.000 EACH	_____.	_____.
0366	655.0610 Electrical Wire Lighting 12 AWG	1,764.000 LF	_____.	_____.
0368	655.0625 Electrical Wire Lighting 6 AWG	10,540.000 LF	_____.	_____.
0370	655.0700 Loop Detector Lead In Cable	700.000 LF	_____.	_____.
0372	655.0800 Loop Detector Wire	730.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0374	656.0400 Electrical Service Main Lugs Only Meter Pedestal (location) 0001. Sta 152+93.08 89.78' Lt	LS	LUMP SUM	_____.
0376	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	14.000 EACH	_____.	_____.
0378	657.0322 Poles Type 5-Aluminum	14.000 EACH	_____.	_____.
0380	657.0615 Luminaire Arms Single Member 4 1/2-Inch Clamp 8-FT	14.000 EACH	_____.	_____.
0382	659.2230 Lighting Control Cabinets 240/480 30-Inch	1.000 EACH	_____.	_____.
0384	690.0150 Sawing Asphalt	835.000 LF	_____.	_____.
0386	690.0250 Sawing Concrete	77.000 LF	_____.	_____.
0388	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,600.000 HRS	5.00000	8,000.00
0390	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,000.000 HRS	5.00000	10,000.00
0392	SPV.0005 Special 0005. Rootstock Protection	0.300 ACRE	_____.	_____.
0394	SPV.0035 Special 0081. Detention Basin Clay Lining	1,890.000 CY	_____.	_____.
0396	SPV.0060 Special 0005. Shallow Marsh Rootstock	150.000 EACH	_____.	_____.
0398	SPV.0060 Special 0011. Plaques Sequence Identification	14.000 EACH	_____.	_____.
0400	SPV.0060 Special 0012. LED Roadway Luminaire	14.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0402	SPV.0060 Special 0050. Hydrant Assembly Relocation	1.000 EACH	_____.	_____.
0404	SPV.0060 Special 0051. Hydrant Assembly Valve & Tee Relocation	1.000 EACH	_____.	_____.
0406	SPV.0060 Special 0055. Adjusting Water Valves	25.000 EACH	_____.	_____.
0408	SPV.0060 Special 0056. Sanitary Manhole Seal External	2.000 EACH	_____.	_____.
0410	SPV.0060 Special 0080. Tideflex Checkmate Inline Check Valve 24-Inch	1.000 EACH	_____.	_____.
0412	SPV.0060 Special 0081. Pipe Connection to Existing Structure	5.000 EACH	_____.	_____.
0414	SPV.0060 Special 0086. Inlet Covers Type R Special	70.000 EACH	_____.	_____.
0416	SPV.0060 Special 0088. Outlet Structure	1.000 EACH	_____.	_____.
0418	SPV.0090 Special 0050. Removing Water Main	109.000 LF	_____.	_____.
0420	SPV.0090 Special 0051. PVC Hydrant Lead 6-Inch	5.000 LF	_____.	_____.
0422	SPV.0090 Special 0052. PVC Water Main 8-Inch	62.000 LF	_____.	_____.
0424	SPV.0090 Special 0053. PVC Water Main 16-Inch	90.000 LF	_____.	_____.
0426	SPV.0090 Special 0083. Storm Sewer Pipe Reinforced Concrete Horiz Elliptical Class HE-IV 38x60	476.000 LF	_____.	_____.
0428	SPV.0090 Special 0084. Storm Sewer Pipe PVC SDR-26 10-Inch	11.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0430	SPV.0090 Special 0085. Storm Sewer Pipe PVC SDR-26 18-Inch	101.000 LF	_____.	_____.
0432	SPV.0105 Special 0003. Construction Staking Detention Basin	LS	LUMP SUM	_____.
0434	SPV.0105 Special 0081. Dewatering for Detention Basin Construction	LS	LUMP SUM	_____.
0436	SPV.0120 Special 0001. Water for Seeded Areas	406.000 MGAL	_____.	_____.
0438	SPV.0120 Special 0080. Detention Basin Water	400.000 MGAL	_____.	_____.
0440	SPV.0165 Special 0001. Concrete Sidewalk 5-Inch Special	11,283.000 SF	_____.	_____.
0442	SPV.0165 Special 0002. Concrete Sidewalk 12-Inch Special	2,025.000 SF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE