

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

Proposal Number:

16

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Outagamie	4984-01-74	WISC 2018 015	C Appleton, Oneida Street Valley Road to Skyline Bridge	Local Street

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

Proposal Guaranty Required, \$ 100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: December 12, 2017 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 31, 2018	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 8 %	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

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

Notary Seal

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

Type of Work Grading, storm sewer, base aggregate, concrete pavement, pavement marking, permanent signing, traffic signals, and street lighting.	
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.

Special Provisions

Table of Contents

Article	Description	Page #
1.	General.....	3
2.	Scope of Work.	3
3.	Prosecution and Progress.	3
4.	Traffic.	6
5.	Holiday and Other Work Restrictions.....	7
6.	Utilities.....	8
7.	Other Contracts.	21
8.	Hauling Restrictions.....	22
9.	Environmental Protection, Emerald Ash Borer.	22
10.	Notice to Contractor – Contamination Beyond Construction Limits.	25
11.	Public Convenience and Safety.	25
12.	Coordination with Businesses.....	26
13.	Work by Others – City of Appleton.....	26
14.	Municipality Acceptance of Sanitary Sewer and Water Main Construction.....	27
15.	Referenced Construction Specifications.	28
16.	Abandoning Sewer, Item 204.0291.S.	28
17.	Excavation, Hauling, and Disposal of Petroleum-Contaminated Soil, Item 205.0501.S.	29
18.	QMP Base Aggregate.	32
19.	Protection of Concrete.	41
20.	Manhole and Inlet Adjusting Rings.	41
21.	Reconstructing Manholes.....	41
22.	Cover Plates Temporary, Item 611.8120.S.....	42
23.	Mulching.....	42
24.	Traffic Control.	42
25.	Temporary Pedestrian Surface Asphalt, Item 644.1410.S; Temporary Pedestrian Surface Plywood, Item 644.1420.S.....	44
26.	Temporary Curb Ramp, Item 644.1601.S.....	45
27.	Temporary Pedestrian Safety Fence, Item 644.1616.S.....	46
28.	Electrical General.....	47
29.	Electrical Conduit.	50
30.	Pull Boxes.	50
31.	Bases.	51
32.	Concrete Bases Type 10, Item 654.0110; Concrete Bases Type 13, Item 654.0113.....	51
33.	Electrical Wiring Lighting.	52
34.	Install Poles Type 9, Item 657.1345; Install Poles Type 10, Item 657.1350; Install Poles Type 12, Item 657.1355; Install Poles Type 13, Item 657.1360; Install Monotube Arms 15-FT, Item 657.1515; Install Monotube Arms 20-FT, Item 657.1520; Install Monotube Arms 25-FT, Item 657.1525; Install Monotube Arms	

	30-FT, Item 657.1530; Install Monotube Arms 45-FT, Item 657.1545; Install Monotube Arms 50-FT, Item 657.1550.....	52
35.	Temporary Traffic Signals for Intersections S. Oneida Street & Calumet Street, Item 661.0200.01.	52
36.	Excavation Below Subgrade, Item SPV.0035.01.	53
37.	Municipal Poles Type 5, Item SPV.0060.01; Municipal Poles Type 17, Item SPV.0060.02.	54
38.	Municipal Luminaires Arms Single Member 4 ½-Inch Clamp 6-FT, Item SPV.0060.03; Municipal Luminaire Arms Single Member 6-Inch Clamp 8-FT, Item SPV.0060.04.....	55
39.	Municipal Transformer Bases Breakaway 11 ½-Inch Bolt Circle, Item SPV.0060.05; Municipal Transformer Bases Breakaway 15-17 Inch Bolt Circle, Item SPV.0060.06.....	55
40.	Municipal LED Luminaires, Type 1, Item SPV.0060.07; Municipal LED Luminaires, Type 2, Item SPV.0060.08; Municipal LED Luminaires, Type 3, Item SPV.0060.09.....	56
41.	Modifying Pole Wiring, Item SPV.0060.10.	58
42.	Concrete Bases City Type 1 (12 ¾-Inch Bolt Circle), Item SPV.0060.11.	59
43.	Bases, Cabinet Basement, Item SPV.0060.12.	60
44.	Communication Vault Type 1 Special, Item SPV.0060.13.	61
45.	Patch Panel with Fiber Optic Cable Pigtail 12-Count, 100-FT, Item SPV.0060.14; Patch Panel with Fiber Optic Cable Pigtail 12-Count, 200-FT, Item SPV.0060.15.....	61
46.	Fiber Patch Cord, Item SPV.0060.16.....	62
47.	Moving Inlets, Item SPV.0060.17.	63
48.	Adjusting Sanitary Manholes, Item SPV.0060.18.....	64
49.	Pavement Marking Grooved Contrast Preformed Thermoplastic Yield Line 36-Inch, Item SPV.0060.19; Crosswalk 18-Inch, Item SPV.0090.09.....	64
50.	Conduit Loop Detector Special, Item SPV.0090.01.	67
51.	Tray Cable for Street Lighting 3 Conductor 12 AWG, Item SPV.0090.02; Tray Cable for Street Lighting 2 Conductor 8 AWG, Item SPV.0090.03.	67
52.	Loop Detector Wire Special, Item SPV.0090.04.....	68
53.	Fiber Optic Tracer Cable, Item SPV.0090.05.....	69
54.	Fiber Optic Warning Tape, Item SPV.0090.06.....	70
55.	Single-Mode Fiber Optic Communications Cable, 24-Count, Item SPV.0090.07.....	71
56.	Marking Line Epoxy 6-Inch, Item SPV.0090.08.....	74
57.	Temporary Vehicle Detection S. Oneida Street & Calumet Street, Item SPV.0105.01.	75
58.	Install Fiber Optic Communications in Cabinet S. Oneida Street & E. Taft Avenue, Item SPV.0105.02; S. Oneida Street & Calumet Street, Item SPV.0105.03; S. Oneida Street & W. Seymour Street, Item SPV.0105.04; S. Oneida Street & E. Fremont Street, Item SPV.0105.05; S. Oneida Street & S. Olde Oneida Street, Item SPV.0105.06.	76
59.	Temporary EVP System S. Oneida Street & Calumet Street, Item SPV.0105.07.....	77
60.	Concrete Pavement Joint Layout, Item SPV.0105.08.....	78
61.	Management of Petroleum-Contaminated Groundwater, Item SPV.0120.01.	79
62.	Water for Seeded Areas, Item SPV.0120.02.....	81

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 4984-01-74, C Appleton, Oneida Street, Valley Road to Skyline Bridge, Local Street, located in Outagamie 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, 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 grading, base aggregate, concrete pavement, concrete curb and gutter, storm sewer, signing, pavement marking, lighting, traffic signals, 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.

Roadways noted as closed to through traffic must remain open at all times for traffic that must use those roadways to access businesses, residences, and for emergency services. The contractor may restrict turning radii and lane widths on roadways closed to through traffic as long as access is maintained to businesses and residences. Provide access using gaps in the curb and gutter and paving driveway aprons in stages as directed at the time of construction by the engineer. Use concrete pavement HES as shown on the plans and when

specified by the engineer. A gravel surface may be used to maintain access across the work zone for roadways noted as closed to through traffic.

Do not close or remove private entrances from service without 48 hours prior notice given to the occupants of the premises to remove their vehicles. Construct driveway approaches to commercial businesses in stages or provide temporary access such that access to commercial properties is provided at all times during the life of the project. Maintain at least one access to businesses at all times. If a business has access to both an adjacent side street and Oneida Street, the driveway onto Oneida Street may be closed. Maintain driveway access on a minimum surface of base aggregate.

Do not close any portion of Calumet Street to through traffic prior to June 11, 2018.

During grading and storm sewer operations within the limits of any driveway, residential driveways may be closed for a total combined time period of 15 working days. These 15 working days may be run consecutively or individually. During paving operations and driveway construction, the contractor may close the driveway for a total of 20 calendar days. These 20 calendar days may be run consecutively or individually.

Eliminate all vertical drops adjacent to lanes open to traffic using existing base course material as provided in standard spec 305.3.4 before the end of the day's work. Place existing base material at a slope of 3:1 or flatter following excavation of the shoulders or paving operations and before the end of the day's work. If there is insufficient existing base material, then the department will pay for measured quantities of Base Aggregate Dense 1¼-Inch required to complete this work.

During Stage 2 operations, close E. Taft Ave to through traffic for a maximum of 20 calendar days. Do not reopen until completing the following work: grading, storm sewer, base aggregate dense, concrete pavement, concrete joint sealing, and concrete sidewalk.

During Stage 2 operations, close E. Wilson Ave to through traffic for a maximum of 20 calendar days. Do not reopen until completing the following work: grading, storm sewer, base aggregate dense, concrete pavement, asphaltic surface, concrete joint sealing, and concrete sidewalk.

During Stage 2 operations, close the private driveway on the east leg of the W. Seymour Street intersection to through traffic for a maximum of 20 calendar days. Do not reopen until completing the following work: grading, storm sewer, base aggregate dense, concrete pavement, asphaltic surface, concrete joint sealing, and concrete sidewalk.

During Stage 2 operations, close E. Fremont Street to through traffic for a maximum of 20 calendar days. Do not reopen until completing the following work: grading, storm sewer, base aggregate dense, concrete pavement, concrete joint sealing, and concrete sidewalk.

If the contractor fails to complete the work necessary to reopen E Fremont Street to traffic within 20 calendar days, the department will assess the contractor \$500 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 20 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

During Stage 3 operations, close W Seymour Street to through traffic for a maximum of 20 calendar days. Do not reopen until completing the following work: grading, storm sewer, base aggregate dense, concrete pavement, concrete joint sealing, and concrete sidewalk.

If the contractor fails to complete the work necessary to reopen W Seymour Street to traffic within 20 calendar days, the department will assess the contractor \$500 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 20 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

Northern Long-eared Bat (*Myotis septentrionalis*)

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

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

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

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

4. Traffic.

General:

Oneida Street shall remain open to through traffic with one lane in each direction. Maintain a minimum lane width of 11 feet.

Calumet Street shall be closed to through traffic. Sign the detour route according to the detour plans. The detour utilizes STH 441 and S Memorial Drive (STH 47).

Olde Oneida Street and Orange Street shall be closed to through traffic.

Maintain access to the St Elizabeth Hospital Emergency Room at all times.

Maintain access to Ramlen Court at all times. Provide a minimum width of 12 feet.

Coordinate traffic control at the south project limits with the Wisconsin Department of Transportation project 1517-75-83.

Stage 1 Construction:

- Shift Oneida Street traffic to inside or outside lanes as shown in the plans.
- Construct temporary widenings on the west side of Oneida Street, and remove existing raised medians as shown in the plans.
- Install temporary signals at the Oneida Street / Calumet Street intersection.
- Keep all roadways open to through traffic at all times.

Stage 2 Construction:

- Construct both sides of Oneida Street from the south project limits to E. Hoover Avenue while maintaining through traffic on Oneida Street.
- North of E. Hoover Avenue, shift Oneida Street traffic to the existing southbound lanes.
- Construct east half of Oneida Street from E. Taft Avenue to north project limits.
- Install signs for Calumet Street detour.
- Close E. Calumet Street to through traffic from Oneida Street to S. Jefferson Street. Do not close E. Calumet Street prior to June 11, 2018.
- Construct E. Calumet Street from Oneida Street to S. Jefferson Street.
- Close S. Olde Oneida Street to through traffic from Oneida Street to E. South River Street.
- Construct S. Olde Oneida Street from Oneida Street to E. South River Street.
- Close E. Orange Street to through traffic.
- Construct E. Orange Street.
- Maintain crosswalks across Oneida Street at the E. Taft Avenue, Calumet Street, and W Seymour Street intersections.
- Do not close the following roadways to through traffic at the same time:
 - E. Taft Avenue and E. Wilson Street.

- The Private Driveway on the east leg of the W. Seymour Street intersection and E. Fremont Street.
- E. Calumet Street (east of Oneida Street) and Olde Oneida Street.

Stage 3 Construction:

- Shift Oneida Street traffic to the new northbound lanes.
- Construct west half of Oneida Street from E. Hoover Avenue to north project limits, and medians on Oneida Street approaching the Calumet Street intersection.
- Close W. Calumet Street to through traffic from the west project limits to Oneida Street.
- Construct W. Calumet Street from the west project limits to Oneida Street. Do not close W. Calumet Street prior to June 11, 2018.
- Maintain crosswalks across Oneida Street at the E. Taft Avenue, Calumet Street, W. Foster Street, and W. Seymour Street intersections.
- Do not close the following roadways to through traffic at the same time:
- W. Calumet Street and W. Seymour Street.

Sidewalk Closures

Only close sidewalk on one side of the street at a time for all roads. Sidewalk access may be on the existing sidewalk, new sidewalk, or a temporary asphaltic surface.

Maintain at least one crosswalk across Oneida Street at all times at the following intersections: E. Taft Ave, Calumet St, W. Foster St, and W. Seymour St. Crosswalks may be on the existing pavement, new pavement, or temporary pedestrian surface.

5. Holiday and Other Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 441 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 25, 2018 to 6:00 AM Tuesday, May 29, 2018 for Memorial Day;
- From noon Friday, June 29, 2018 to 6:00 AM Monday, July 2, 2018 for Independence Day;
- From 6:00 AM Wednesday, July 4, 2018 to 6:00 AM Thursday, July 5, 2018 for Independence Day;
- From noon Friday, July 6, 2018 to 6:00 AM Monday, July 9, 2018 for Independence Day;
- From noon Friday, August 31, 2018 to 6:00 AM Tuesday, September 4, 2018 for Labor Day.

stp-107-005 (20050502)

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying Oneida Street, W. Wilson Avenue, or E. Wilson Avenue traffic; complete permanent paving on W. Wilson Avenue and E. Wilson Avenue and Oneida Street from Station 83+00 to Station 83+75; and entirely clear the traveled way and shoulders of such portions of the roadways of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following period:

- From noon Saturday, September 22, 2018 to 7:00 AM Monday, September 24, 2018 for the Fox Cities Marathon.

6. Utilities.

This contract does not come under the provision of Administrative Rule Trans 220. stp-107-065 (20080501)

Appleton Area Metropolitan Fiber Optic Network – Communications

There are underground communication facilities along the east side of Oneida Street from Station 71+47 RT to Station 84+37 RT. There are overhead communication facilities along the west side of Oneida Street from Station 84+36, 46' LT to Station 95+83, 50' LT. There are overhead communication facilities along Calumet Street from Station 204+56, 46' RT to Station 209+74, 34' RT to Station 211+61, 48' LT to Station 213+85, 25' RT to Station 224+66, 27' RT.

Relocated facilities are described below will be relocated prior to March 16, 2018, unless otherwise noted.

Oneida Street

- The existing underground fiber optic under the east sidewalk from Station 71+47 RT to 84+37 RT will be discontinued in place.
- From the south project limits to Station 96+16 LT, facilities will be placed overhead on relocated We Energies poles.

Calumet Street

- The existing overhead facilities from Station 204+56 to Station 224+66 will be moved to the relocated We Energies poles from Station 204+56 to Station 224+66 RT.

AT&T – Communications

There are underground communication facilities along the west side of Oneida Street from Station 71+47, 51' LT to the north project limits. There are underground communication facilities along the north side of Calumet Street from the west project limits to Station 211+77, 52' LT. There are underground communication facilities along S Olde Oneida Street from Station 300+33, 52' RT to Station 304+31, 26' RT. Conflicting facilities are described below and will be relocated prior to March 16, 2018.

Relocated facilities are described below and will be relocated prior to March 16, 2018 unless otherwise noted. Manhole adjustments, some duct relocations, and adjustment of a terminal box will be completed during construction. Estimated timeframes of work to be completed during construction are described below. AT&T Wisconsin requires a 7 working day notice to complete adjustment of facilities. Contact Joe Kassab at (920) 433-4200 or e-mail: jk572k@att.com.

Oneida Street

- A manhole at Station 75+60, 9' LT conflicts with paving. AT&T will adjust the manhole during construction and anticipates approximately 1 day to complete the adjustment.
- A manhole at Station 79+71, 13' LT conflicts with paving. AT&T will adjust the manhole during construction and anticipates approximately 1 day to complete the adjustment.
- A discontinued duct package at Station 79+82, 12' LT is in conflict with proposed storm sewer. The tile ducts may contain discontinued cables and can be removed, but must be verified by an AT&T inspector.
- A manhole at Station 89+73, 28' LT conflicts with paving. AT&T will adjust the manhole during construction and anticipates approximately 1 day to complete the adjustment.
- At Station 96+63.5, the existing plastic ducts will be lowered to avoid conflicts with the proposed storm sewer line between inlets 16B and 16D.
- At Station 101+39, 29' LT, the existing plastic ducts will be lowered to avoid conflicts with proposed storm sewer inlet 18A.
- At Station 103+02.5, 29' LT, the existing plastic ducts will be lowered to avoid conflicts with proposed storm sewer inlet 30A. AT&T will complete this adjustment during construction and anticipates approximately 2 days to complete the adjustment.
- A manhole at Station 103+37, 24' LT conflicts with paving. AT&T will adjust the manhole during construction and anticipates approximately 1 day to complete the adjustment.
- From Station 105+25 to 105+35 LT, the existing plastic ducts will be shifted 2.2' west of the proposed curb to avoid conflicts with proposed storm sewer inlets 31A and 31B.
- At Station 108+17 LT, the existing plastic ducts will be shifted 2' west of the proposed curb to avoid conflicts with proposed storm sewer inlet 32A. AT&T will complete this adjustment during construction and anticipates approximately 2 days to complete the adjustment.
- A manhole at Station 108+59, 32' LT conflicts with paving. AT&T will adjust the manhole during construction and anticipates approximately 1 day to complete the adjustment.
- From Station 108+65, 9' LT to Station 108+92, 78' RT, the existing plastic duct will be lowered to avoid conflicts with grading and paving.
- From Station 109+00 to Station 111+00 LT, the existing plastic duct will be lowered.

- At Station 111+96, 38' LT, the existing tile ducts will be lowered to avoid conflicts with proposed storm sewer line between structures 34A and 34.
- At Station 111+96 LT, the existing plastic ducts will be shifted 2' west of the proposed curb to avoid conflicts with proposed storm sewer inlet 34A.
- From Station 114+50 to Station 114+90 LT, the existing iron pipe will be lowered.
- A manhole at Station 114+51, 21' LT conflicts with paving. AT&T will adjust the manhole during construction and anticipates approximately 1 day to complete the adjustment.
- At Station 114+92, 22' LT, the existing plastic ducts will be lowered to avoid conflicts with proposed storm sewer line between structures 36B and 36. AT&T will complete this adjustment during construction and anticipates approximately 2 days to complete the adjustment.
- At Station 115+90, 48' RT, ducts are approximately 5" above the proposed storm sewer line between structures 37A and 37. Use caution to install storm sewer line below ducts.
- At Station 116+62, 27' LT, the existing plastic ducts will be lowered to avoid conflicts with proposed storm sewer line between structures 38A and 38.
- At Station 119+81 LT and Station 119+91 LT, buried cables, plastic ducts, and iron pipes will be lowered to avoid conflicts with proposed grading.
- A manhole at Station 119+89, 20' LT conflicts with paving. AT&T will adjust the manhole during construction and anticipates approximately 1 day to complete the adjustment.
- At Station 119+93 LT/RT, two crossings will be lowered to avoid conflicts with grading.
- At Station 125+06, 47' LT, the existing plastic ducts will be shifted 2' west of the proposed curb to avoid conflicts with proposed storm sewer inlet 43A.
- A manhole at Station 126+20, 48' RT conflicts with paving. AT&T will adjust the manhole during construction and anticipates approximately 1 day to complete the adjustment.
- A manhole at Station 126+67, 52' LT conflicts with paving and curb & gutter. AT&T will adjust the manhole and shift the casting east during construction and anticipates approximately 1 day to complete the adjustment.
- From Station 126+89 LT to Station 127+22, the existing ducts will be shifted east to avoid a proposed light pole base, proposed pedestrian push button, and proposed signal pole base.
- A new crossing will be installed from Station 127+67, 53' LT to Station 127+15.5, 48' LT, then turning east to cross Oneida Street and proceed along Olde Oneida Street at Station 303+02, 31' RT, then continuing northeasterly to Station 304+28, 38' RT, then to a manhole at the South River Street intersection at Station 304+70, 70' RT.
- At Station 129+36, 51' LT, the existing ducts will be lowered to avoid conflicts with proposed storm sewer line between structures 47A and 47B.
- A manhole at Station 131+31, 43' LT conflicts with paving. AT&T will adjust the manhole during construction and anticipates approximately 1 day to complete the adjustment.

Calumet Street

- At Station 207+40, 39' LT, the existing buried cable will be relocated to 41' LT to avoid conflicts with a proposed light pole base.
- At Station 207+63, 42' LT, AT&T will adjust the height of the existing pedestal during construction and anticipates approximately 1 day to complete the adjustment.
- From Station 207+63 to Station 208+13 LT, one buried cable will be lowered to be below the proposed storm sewer line between structures 60A to 60B, and one buried cable will be raised to be above that same storm sewer line. AT&T will complete this adjustment during construction and anticipates approximately 3 days to complete the adjustment. Use caution to install storm sewer line above and below these cables.
- The pole at Station 208+58, 40' LT will be relocated to Station 208+59.5, 44' LT, with a down guy, anchor, and a pedestal set just east of the relocated pole. Grade around the relocated pole, guy, anchor, and pedestal.
- At Station 208+71, 43' LT, the existing terminal box and concrete base conflict with proposed sidewalk. Construct sidewalk to the proposed sidewalk locations. AT&T will adjust the terminal box and secure it to the new sidewalk during construction. AT&T anticipates approximately 3 days to complete this work.
- At Station 209+27, 46' LT, the existing buried cable will be relocated to 43' LT to avoid conflicts with a proposed light pole base.
- From Station 209+75 to Station 211+25 LT, the existing buried cable will be relocated to 46' LT to avoid conflicts with proposed storm sewer inlets 63A and 63B.

Olde Oneida Street

- New ducts will be placed along the south side of Olde Oneida Street from Station 303+02, 31' RT to Station 304+28, 38' RT, proceeding to the existing manhole at Station 304+63, 70' RT.

Charter Communications – Communications

There are underground communication facilities along the west side of Oneida Street from Station 75+56, 45' LT to Station 77+59, 44' LT and in the northeast corner of the hospital entrance across from Seymour Street from Station 108+92, 77' RT to Station 109+71, 24' RT. There are overhead communication facilities along the west side of Oneida Street from Station 77+59, 44' LT to Station 122+18, 30' LT and along the east side of Oneida Street from Station 123+27, 40' RT to Station 124+90, 66' RT. There are overhead communication facilities along Calumet Street from Station 206+05, 78' RT to Station 207+06, 103' LT to Station 208+58, 40' LT to Station 211+61, 48' LT to Station 213+85, 25' RT to Station 224+66, 27' RT; and from Station 204+56, 46' RT to Station 209+74, 34' RT.

Relocated facilities are described below and will be relocated prior to March 16, 2018, unless otherwise noted.

Oneida Street

- From Station 75+49 LT to Station 103+21 LT, the facilities will be placed overhead on relocated We Energies poles.
- From Station 103+21 LT to Station 120+01 LT, the facilities will be relocated in a joint duct package with We Energies Electric west of the buildings on the west side of Oneida Street.
- Overhead crossings will be located on relocated We Energies poles at Station 75+49, Station 80+13, Station 80+86 LT to Station 87+84 RT, Station 89+62 RT to Station 90+17 LT, Station 98+81 RT to Station 99+33 LT, Station 102+65, and Station 103+37 RT to Station 103+88 LT.
- Underground crossings will be placed at Station 107+93, and in a joint duct package with We Energies electric at Station 120+01.
- Existing fiber optic crossing Oneida Street at Station 115+75 will be discontinued in place.

Calumet Street

- From Station 207+87 RT to Station 224+01 RT, the facilities will be placed overhead on relocated We Energies poles.

City of Appleton – Water

Water main is located on the east side of Oneida Street from the south project limits to E Hoover Ave, crossing to the west side of Oneida Street from E Hoover Ave to Ramlen Ct, crossing to the east side of Oneida Street from Ramlen Ct to McKinley St, proceeding east of Oneida Street from McKinley Street along E Orange Street, and turning along the south side of E Olde Oneida Street from E Orange Street to E South River Street. Water main is located on the north side of Calumet Street from Oneida Street to the east project limits. There are various laterals and crossings throughout the project.

The City of Appleton will adjust water valve boxes during construction. The City of Appleton requires a 5 working day notice to complete adjustment of water valve boxes, and anticipates approximately 1 day to complete each adjustment. Contact Erick Cardew at (920) 419-6214 to coordinate adjustments.

City of Appleton – Sanitary Sewer

Sanitary sewer is located on the east side of Oneida Street from E Hoover Ave to Calumet Street, shifting to the west side of Oneida Street from Calumet Street to Station 122+43 LT, shifting to the east side of Oneida Street from Station 122+43 LT to E McKinley Street, proceeding east of Oneida Street from McKinley Street along E Orange Street and turning along the south side of Olde Oneida Street to E South River Street. Sanitary sewer is located on the south side of Calumet Street from the west project limits to Oneida Street, and on the center of Calumet Street from Oneida Street to the east project limits.

The contractor is to adjust City of Appleton sanitary manholes under this project.

Level 3 Communications – Communications

There are underground communication facilities along the west side of Oneida Street from Station 94+90, 50' LT to Station 96+53, 52' LT, overhead communication facilities along the west side of Oneida Street from Station 96+53, 52' LT to Station 127+79, 60' LT, and underground facilities along the west side of Oneida Street from Station 127+79, 60' LT to the north project limits. There are underground facilities on the south side of Calumet Street from the west project limits to Station 211+60, 40' RT.

Relocated facilities are described below and will be relocated prior to March 16, 2018, unless otherwise noted. Handhole adjustments will be completed during construction. Level 3 requires a 10 day notice to complete adjustment of handholes, and anticipates approximately 2 days to complete each adjustment. Contact Brahim Gaddour at (414) 908-1027 office or (414) 704-1026 cell.

Oneida Street

- From the Station 94+80 LT to Station 107+93 LT, facilities will be placed overhead on relocated We Energies poles.
- From Station 107+93 LT to Station 127+77 LT, facilities will be relocated underground 2' to 3' inside the right-of-way.
- Handholes will be placed behind the sidewalk at Station 108+37, 58' LT and Station 127+77, 64' LT.

Calumet Street

- The existing underground facilities from Station 208+78 RT to Station 211+60 RT will be moved to the relocated We Energies poles from Station 208+78 RT to Station 213+81 RT.

TDS Telecom – Communications

There are overhead fiber optic facilities on We Energies poles along the west side of Oneida Street from Station 95+83, 50' LT to Station 115+09, 26' LT. There are underground fiber optic facilities that will be discontinued in place along the west side of Oneida Street from Station 115+09, 26' LT to Station 131+73, 48' LT. There are overhead fiber optic facilities along Calumet Street from Station 204+56, 46' RT to Station 209+74, 34' RT to Station 211+61, 48' LT to Station 213+85, 25' RT to Station 224+66, 27' RT. There are underground fiber optic facilities along the north side of Olde Oneida Street from Station 300+00, 32' LT to Station 304+46, 59' LT.

Relocated facilities are described below and will be relocated prior to March 16, 2018, unless otherwise noted. Handhole and manhole adjustments will be completed during construction. TDS Telecom requires a 5 working day notice to complete adjustment of handholes and manholes. Contact Tim Smith at (920) 655-8747 or e-mail: tim.smith@tdstelecom.com.

Oneida Street

- An underground crossing will be placed on the west side of Oneida Street at Station 211+23 (Calumet Street stationing), continuing north to the We Energies pole at Station 96+16 LT.
- From Station 96+16 LT to 108+10 LT, the facilities will be placed overhead on relocated We Energies poles.
- An underground crossing will be placed at Station 108+10.
- An underground fiber optic line will be placed from Station 108+10 to Station 108+42 LT, 6" inside the right-of-way.
- An underground fiber optic line will be placed from Station 108+42 to Station 109+06, 60' LT.
- An underground fiber optic line will be placed from Station 108+10 to Station 108+42 LT, 6" inside the right-of-way.
- An underground fiber optic line will be placed from Station 109+06 to Station 126+81 LT, 1' inside the right-of-way.
- An underground fiber optic line will be placed from Station 126+81 to Station 127+80, 54' to 66' LT.
- Handholes will be placed behind the sidewalk at Station 108+20 LT, 108+30 RT, and Station 127+80 LT. Adjustments may be needed during construction, and approximately 1 day is expected to complete each adjustment.
- A handhole will be placed in the sidewalk at Station 116+85 LT. Final adjustments will be made during construction, and approximately 1 day is expected to complete the adjustment.
- A manhole at Station 127+67, 43' LT will be adjusted during construction, and approximately 1 day is expected to complete the adjustment.

Calumet Street

- The existing overhead facilities mounted on We Energies poles on the south side of Calumet Street, west of Oneida Street, will be placed underground on the south side of Calumet Street from Station 204+00 to Station 211+23, 1' inside the right-of-way. The underground line will cross Calumet Street at Station 211+23, and will cross Oneida Street at Station 94+69. After crossing Oneida Street at Station 94+69, the underground line will continue along the south side of Calumet Street 1' inside the right-of-way from Station 212+80 to Station 215+10. From Station 215+10 to Station 224+60, the facilities will be placed overhead on We Energies poles on the south side of Calumet Street.
- Handholes will be placed in the sidewalk at Station 211+23 LT, Station 215+00 RT, and Station 224+60 RT. Final adjustments will be made during construction, and approximately 1 day is expected to complete each adjustment.

Olde Oneida Street

- The existing underground fiber optic along the north side of the road from Station 301+50 to Station 302+50 will be lowered to a 4' depth.
- A handhole will be placed behind the sidewalk at Station 301+50 LT and will be adjusted during construction. TDS Telecom anticipates approximately 1 day to complete the adjustment.

Teleport Communications America – Communications

There are underground fiber optic communication facilities along the south side of Foster Street, running into the AT&T manhole at Station 103+37, 25' LT. The underground facilities continue from that manhole in AT&T's conduit to the north project limits. There are underground communication facilities crossing Oneida Street at Station 120+10, continuing on the east side of Oneida Street from Station 120+10 RT to Station 127+00 RT, and turning along the south side of S Olde Oneida Street from Station 300+50 RT to Station 304+40, where it then proceeds along E South River Street.

Relocated facilities are described below and will be relocated prior to March 16, 2018, unless otherwise noted. Handhole adjustments will be completed during construction. Teleport Communications America requires a 10 day notice to complete adjustment of handholes, and anticipates approximately 1 day to complete each adjustment. Contact Don Dietch at Kapur Associates at (414) 751-7209 or e-mail: ddietsch@kapur-assoc.com.

Oneida Street

- The existing underground fiber optic from Station 103+37 LT to the north project limits will remain in AT&T's conduit and will be adjusted concurrently with AT&T's adjustments.
- The handhole at Station 119+99, 37' LT will be relocated in the sidewalk at Station 119+96, 44' LT. Final adjustments will be made during construction.
- A new 4" split conduit will be placed over the existing cable from Station 120+06, 44' LT to Station 120+06, 36' LT.
- Facilities near the inlet at Station 120+60.8, 27' RT will be relocated 2' west.
- Facilities near the inlet at Station 125+07.5, 26.5' RT will be relocated 1.5' east.
- Facilities near the inlet at Station 126+75.7, 27.9' RT will be relocated 2' east.

Olde Oneida Street

- Facilities near the inlet at Station 302+10.6, 24.5' RT will be relocated 1' southeast.

US Signal – Communications

There are overhead communication facilities along the west side of Oneida Street from the south project limits to Station 127+79, 60' LT. There are underground facilities from the pole at Station 127+79, 60' LT to the communications manhole at Station 127+67, 52' LT, continuing north in AT&T's conduit to the north project limits.

Relocated facilities are described below and will be relocated prior to March 16, 2018, unless otherwise noted.

Oneida Street

- From the south project limits to Station 90+13 LT, the facilities will be placed overhead on relocated We Energies poles.
- Underground facilities will be placed from the We Energies pole at Station 90+13 LT to the AT&T manhole at Station 89+73, 28' LT.
- Underground facilities will be placed in AT&T's relocated conduit from Station 89+73 to the north project limits.

Village of Fox Crossing – Water Main

There is an 8-inch water main along Oneida Street from Station 71+47, 44' LT to Station 94+86, 45' LT and along Calumet Street from Station 206+58, 29' RT to Station 211+68, 48' RT. The Village of Fox Crossing will adjust water valve boxes during construction. The Village of Fox Crossing requires a 5 working day notice to complete adjustment of water valve boxes, and anticipates approximately 1 day to complete each adjustment. Contact Greg Johnson at 920-419-3867 to coordinate adjustments.

Relocated facilities are described below and will be relocated prior to March 16, 2018, unless otherwise noted.

Oneida Street

- Water service shut off boxes will be relocated to the new right-of-way line at Station 73+32 LT, Station 75+16 LT, Station 78+00 LT, Station 79+96 LT, Station 80+73 LT, Station 81+28 LT, Station 82+64 LT, Station 85+16 LT, Station 86+09 LT, Station 86+33 LT, Station 86+93 LT, Station 87+71 LT, Station 89+50 LT, and Station 92+48 LT.
- Hydrants will be relocated behind the sidewalk (50' LT) at Station 75+50 LT, Station 80+30 LT, Station 86+86 LT, Station 90+43 LT, and Station 94+91 LT.

Calumet Street

- Water service shut off boxes will be relocated to the new right-of-way line at Station 207+32 RT, Station 208+53 RT, and Station 210+04 RT.
- A hydrant will be relocated behind the sidewalk at 206+57, 31' RT.
- Hydrants will be removed at Station 76+31, 44' RT; Station 80+72, 44' RT; 86+10, 44' RT; and 90+37, 44' RT.

Village of Fox Crossing – Sanitary Sewer

There is an 8-inch sanitary sewer along S Oneida Street from Station 78+69, 31' LT to Station 88+79, 34' LT. There is a 10-inch sanitary sewer from Station 83+43, 30' LT and heading west along Wilson Avenue. There is a 12-inch sanitary sewer along Calumet Street from Station 205+50, 2' RT to Station 211+81, 3' RT. Adjustments to sanitary sewer manholes will be completed during construction. The Village of Fox Crossing requires a 5 working day notice to complete adjustment of sanitary sewer manholes, and anticipates approximately 1 day to complete each adjustment. Contact Mark Schmitt at (920) 419-3874 to coordinate manhole adjustments.

Relocated facilities are described below and will be relocated prior to March 16, 2018, unless otherwise noted.

Oneida Street

- Sanitary sewer will be reconstructed and lowered from Station 78+65, 31' LT to Station 88+80, 31' LT.

Calumet Street

- Sanitary sewer will be reconstructed and lowered from Station 204+30 to Station 211+80.

We Energies – Gas

There is a 6-inch steel underground gas facility along Oneida Street from Station 71+47, 42' LT to Station 95+77, 46' LT crossing to Station 95+79, 26' RT and continuing to Station 125+10, 75' RT. There is a 2-inch steel underground gas facility along Oneida Street from Station 108+97, 86' LT to Station 123+47, 97' LT. There is a 4-inch steel underground gas line along Calumet Street from Station 203+85, 34' LT to Station 211+65, 30' LT. There is a 4-inch plastic underground gas facility along Calumet Street from Station 212+37, 45' LT to Station 224+98, 27' LT. There is a 6-inch steel underground gas facility along Orange Street from Station 287+54 at the R/L and continuing along S Olde Oneida Street to Station 303+85, 82' RT. There are various service laterals located throughout the project. Conflicting facilities are described below and will be relocated prior to construction. Valves will be vertically adjusted during construction. We Energies requires a 3 working day notice to complete adjustment of valves, and anticipates approximately 1 day to complete each adjustment. To coordinate adjustments, contact the We Energies emergency van contact at (920) 858-1565.

Relocated facilities are described below and will be relocated prior to March 16, 2018, unless otherwise noted.

Oneida Street

- The existing underground 6-inch steel gas main from Station 71+47, 42' LT to Station 95+77, 46' LT; crossing to Station 95+79, 26' RT and continuing to Station 123+26, 39' RT, will be discontinued in place.
- The existing underground 2-inch steel gas facility from Station 108+97 to Station 123+47 LT will be discontinued in place.
- New 8-inch underground gas main will be placed from Station 72+50 to Station 76+28 LT, 2' to 3' inside the right-of-way.
- New 8-inch underground gas main will cross Oneida Street at Station 76+28.
- New 8-inch underground gas main will be placed from Station 76+28 RT to Station 79+21 RT, 1' inside the right-of-way.
- New 8-inch underground gas main will be placed from Station 79+21 RT to Station 79+99 RT, shifting east of the proposed construction limits on E Taft Ave.
- New 8-inch underground gas main will be placed from Station 79+99 RT to Station 82+88 RT, 1' inside the right-of-way.

- New 8-inch underground gas main will be placed from Station 82+88 RT to Station 83+70 RT, shifting east of the proposed construction limits on E Wilson Ave.
- New 8-inch underground gas main will be placed from Station 83+70 RT to Station 85+89 RT, 1' inside the right-of-way.
- New 8-inch underground gas main will be placed from Station 85+89 RT to Station 86+70 RT, shifting east of the proposed construction limits on E Harding Ave.
- New 8-inch underground gas main will be placed from Station 86+70 RT to Station 88+90 RT, 1' inside the right-of-way.
- New 8-inch underground gas main will be placed from Station 88+90 RT to Station 89+76 RT, shifting east of the proposed construction limits on E Murray St.
- New 8-inch underground gas main will be placed from Station 89+76 RT to Station 91+89 RT, 1' inside the right-of-way.
- New 8-inch underground gas main will be placed from Station 91+89 RT to Station 92+66 RT, shifting east of the proposed construction limits on E Coolidge Ave.
- New 8-inch underground gas main will be placed from Station 92+66 RT to Station 94+79 RT, 1' inside the right-of-way.
- New 8-inch underground gas main will be placed from Station 94+79 RT to Station 95+99 RT, crossing Calumet Street at Station 213+00.
- New 8-inch underground gas main will be placed from Station 95+99 RT to Station 98+70 RT, 3' inside the right-of-way.
- New 4-inch underground gas main will cross Oneida Street at Station 96+13.
- New 8-inch underground gas main will be placed from Station 97+70 RT to Station 99+36 RT, shifting east to cross Ramlen Ct at approximately 38' RT.
- New 8-inch underground gas main will be placed from Station 99+36 RT to Station 108+49 RT, 2' inside the right-of-way.
- New 8-inch underground gas main will cross Oneida Street at Station 102+97, shifting north 1' inside the Oneida Street right-of-way, then shifting west along the south side of W Foster St, 2' inside the W Foster St right-of-way.
- New 8-inch underground gas main will be placed from Station 108+49 RT to Station 109+01 RT, shifting east to cross the east leg of the Seymour St intersection at approximately 43' RT.
- New 8-inch underground gas main will cross Oneida Street at Station 109+04 and proceed along the north side of W Seymour St, 3' inside the W Seymour St right-of-way. The 8-inch main will shift south from 109+04, 84' LT to Station 108+96, 84' LT, before proceeding west along W Seymour St.
- New 8-inch underground gas main will be placed from Station 109+01 RT to Station 115+55 RT, 2' inside the right-of-way.
- New 8-inch underground gas main will be placed from Station 115+55 RT to Station 116+47 RT, shifting east to cross E Fremont St at approximately 56' to 60' RT.
- New 8-inch underground gas main will be placed from Station 116+47 RT to Station 119+35 RT, 2' inside the right-of-way.
- New 8-inch underground gas main will be placed from Station 119+35 RT to Station 120+03 RT, shifting east of the proposed construction limits on E Harrison St.

- New 8-inch underground gas main will be placed from Station 120+03 RT to Station 122+68 RT, 2' inside the right-of-way.
- New 8-inch underground gas main will be placed from Station 122+68 RT to Station 123+24 RT, shifting east of the proposed construction limits on E McKinley St.
- New 2-inch underground gas line will cross Oneida Street at Station 123+30, proceed north along the Oneida Street west right-of-way to Station 123+50 LT, then proceed west beyond the construction limits.
- New 8-inch underground gas main will be placed from Station 123+24 RT to Station 126+64 RT, under the proposed sidewalk along Oneida Street and approximately 4' to 5' behind the proposed back of curb along the west side of E Orange Street.
- Various gas service laterals and valves will be installed.
- Gas valves will be adjusted during construction. Approximately 1 day is expected to complete each valve adjustment.

Calumet Street

- New 4-inch underground gas line will be placed from Station 207+45 LT to Station 211+55 LT, generally 3' inside the right-of-way.
- New 8-inch underground gas line will be placed from Station 212+40 LT to Station 213+00 LT, generally 3' inside the right-of-way.
- New 8-inch underground gas main will cross Calumet Street at Station 213+00.
- New 2-inch underground gas line will be placed from Station 213+00 LT to the east project limits, 3' inside the right-of-way.
- Various gas service laterals and valves will be installed.
- Gas valves will be adjusted during construction. Approximately 1 day is expected to complete each valve adjustment.

Olde Oneida Street

- New 8-inch underground gas main will be placed from Station 301+25 RT to Station 304+41 RT, generally 1' inside the right-of-way.
- Various gas service laterals and valves will be installed.
- Gas valves will be adjusted during construction. Approximately 1 day is expected to complete each valve adjustment.

E Orange Street

- New 8-inch underground gas main will be placed from Station 287+75 LT to Station 289+40 LT, approximately 2' behind the proposed back of curb.
- New 2-inch underground gas line will cross E Orange Street at Station 287+79.
- New 8-inch underground gas main will cross E Orange Street at Station 289+40.

We Energies – Electric

There are overhead electric facilities and poles along the west side of Oneida Street from Station 71+47 to Station 131+73, 48' LT along with overhead crossings throughout the project. There are overhead electric facilities and poles along Calumet Street from Station

204+56, 46' RT to Station 209+74, 34' RT to Station 211+61, 48' LT to Station 213+85, 25' RT to Station 224+66, 27' RT, and a crossing at Station 206+50. There are overhead electric facilities and poles along S Olde Oneida Street from Station 300+62, 41' LT to Station 302+23, 34' LT; crossing to Station 303+08, 30' RT and continuing to Station 304+23, 29' RT. There are overhead electric facilities and poles along Orange Street from Station 288+21, 19' RT to Station 289+82, 39' RT.

Relocated facilities are described below and will be relocated prior to March 16, 2018, unless otherwise noted.

Oneida Street

- New poles will be placed from Station 75+57 LT to Station 108+45 LT, generally 1' to 3' behind the proposed sidewalk.
- Grading and paving of sidewalk, driveways, and parking lots and installation of signal and lighting equipment will be required around poles at Station 73+34, 41' RT; Station 75+56, 55' RT; Station 75+57, 48.5' LT; Station 77+40, 48.5' LT; Station 78+76, 48.5' LT; Station 80+08, 53.5' RT; Station 80+22, 48.5' LT; Station 82+14, 53.3' LT; Station 83+13, 56' LT; Station 84+36, 54' LT; Station 85+58, 52.5' LT; Station 86+86, 50.5' LT; Station 87+84, 36.5' LT; Station 88+64, 52.5' LT; Station 89+62, 58' RT; Station 90+13, 53.5' LT; Station 92+66, 55' LT; Station 94+34, 56' LT; Station 94+80.5, 73' LT; Station 96+16, 56' LT; Station 97+01, 56' LT; Station 98+21, 55' LT; Station 98+81, 47.5' RT; Station 99+33, 54' LT; Station 100+65, 45.5' LT; Station 101+89, 40' LT; Station 102+60, 37.5' LT; Station 102+71, 37.5' RT; Station 103+36, 44' RT; Station 103+88, 42.5' LT; Station 104+97, 46' LT; Station 105+64, 48' LT; Station 106+34, 47.5' LT; Station 107+93, 47' LT; and Station 108+45, 92' LT.
- Existing poles will be relocated to facilitate temporary road widening at Station 115+08, 26' LT to 34.5' LT; Station 115+91, 28' LT to 34.5' LT; and Station 116+97, 27' LT to 34.5' LT. These poles will be removed at the beginning of Stage 3 as described in the "Lighting Coordination" section below.
- Existing poles on the RT and LT sides of Oneida Street will be removed from Station 109+67 to the north project limits. Poles on the RT side of Oneida Street will be removed prior to April 1, 2018. Poles on the LT side of Oneida Street will be removed at the beginning of Stage 3 as described in the "Lighting Coordination" section below.
- New underground electric line will be placed from Station 109+00 LT to Station 120+03 LT, 5' west of the Oneida Street right-of-way.
- New underground electric line will cross Oneida Street at Station 120+03.
- New underground electric line will be placed from Station 120+75 RT to Station 122+60 RT, approximately 1' inside the east right-of-way. The underground electric line may be in close proximity to the proposed light pole bases and pull boxes in this segment.

Calumet Street

- New poles will be placed from Station 207+87 RT to Station 224+01 RT, and from Station 207+89 LT to Station 222+90 LT, generally 1' to 3' behind the proposed sidewalk.
- Grading and paving of sidewalk, driveways, and parking lots and installation of signal and lighting equipment will be required around poles at Station 207+87, 42' RT; 207+89, 50' LT; Station 208+76, 54' LT; Station 208+78, 42.5' RT; Station 211+39, 54.5' RT; Station 213+81, 42.5' RT; Station 205+06, 36' RT; Station 215+40, 45.5' LT; Station 216+07, 41' LT; Station 216+26, 36' RT; Station 217+46, 36' RT; Station 218+70, 36' RT; Station 218+72, 36' LT; Station 219+71, 36' LT; Station 219+82, 36' RT; Station 220+52, 36' RT; Station 221+20, 36' LT; Station 222+30, 36' RT; Station 222+90, 36' LT, and Station 224+01, 36' RT.

Olde Oneida Street

- The existing pole at Station 301+56, 34' LT will be relocated to Station 301+56, 40' LT.

E Orange Street

- The existing pole at Station 288+21, 19' RT will be relocated to Station 288+20, 25' RT.

Lighting Coordination

We Energies will keep existing lighting on the west side of Oneida Street functional through the end of Stage 2. Following installation of new lighting under this contract on the east side of Oneida Street, We Energies will begin removal of the lights on the west side of Oneida Street after traffic is switched to the northbound lanes at the start of Stage 3. Notify We Energies two weeks in advance of the start of Stage 3 to coordinate removal of the existing light poles on the west side of Oneida Street. To coordinate removal of existing poles, contact Steve Armstrong at (920) 380-3563 or e-mail: steven.armstrong@we-energies.com. We Energies estimates approximately 15 working days will be required for removal of the existing light poles.

7. Other Contracts.

Under Project 1517-75-83, the Wisconsin Department of Transportation will be reconstructing Oneida Street at the W. Valley Road / E. Roeland Avenue intersection during construction operations under this project. Reconstruction of Oneida Street will include storm sewer, curb and gutter installation, and pavement replacement. Coordinate traffic control at the south project limits with project 1517-75-83.

The Wisconsin Department of Transportation contact for project 1517-75-83 is Kurt Peters, (920) 362-1157, kurt.peters@dot.wi.gov.

The City of Appleton will be reconstructing E. Lincoln Street from E. Olde Oneida Street to S Madison Street during construction operations under this project. Reconstruction of E. Lincoln Street will include curb and gutter installation and pavement replacement. Coordinate traffic control on E. Lincoln Street and S Olde Oneida Street with this project.

The City of Appleton contact person for the E. Lincoln Street project is Jason Brown, (920) 832-6484, jason.brown@appleton.org.

The City of Appleton will be reconstructing S. Appleton Street from W. Prospect Avenue to W. Lawrence Street during construction operations under this project. The project includes removing the existing northbound structure on S. Oneida Street over S. Rocky Bleier Run and constructing a new structure adjacent to the existing southbound structure. Coordinate traffic control at the north project limits and over the Skyline Bridge with this project.

The City of Appleton contact person for this bridge project is Chad Weyenberg, (920) 832-5915, chad.weyenberg@appleton.org.

8. Hauling Restrictions.

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

9. Environmental Protection, Emerald Ash Borer.

The emerald ash borer (EAB) has resulted in a quarantine of ash trees (*Fraxinus*, sp) by the Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (DNR).

Ash trees include the following species:

Green ash (*F. pennsylvanica*) is found throughout the state, but is most common in southern Wisconsin. It may form pure stands or grow in association with black ash, red maple, swamp white oak, and elm. It grows as an associate in upland hardwood stands, but is most common in and around stream banks, floodplains, and swamps.

Black ash (*F. nigra*) is distributed over the entire state but is most frequently found in northern Wisconsin. It is most common in swamps, but is also found in other wet forest types.

Blue ash (*F. quadrangulata*) is a threatened species that is currently found only at a few sites in Waukesha County. The species is at the edge of its range in Wisconsin, but is common in states farther south. The species is not of commercial importance.

Mountain ash (*Sorbus Americana* and *S. decora*) is not a true ash and is not susceptible to EAB infestation.

Follow and obey the following Wisconsin Department of Agriculture, Trade, and Consumer Protection order:

ATCP 21.17 Emerald ash borer; import controls and quarantine.

IMPORTING OR MOVING REGULATED ITEMS FROM INFESTED AREAS; PROHIBITION. Except as provided in sub. (3), no person may do any of the following:

- (a) Import a regulated item under sub. (2) into this state if that item originates from an emerald ash borer regulated area identified in 7CFR 301.53-3.
- (b) Move any regulated item under sub. (2) out of an emerald ash borer regulated area that is identified in 7CFR 301.53-3 and located in this state.

Note: the United States Department of Agriculture-Animal and Plant Health Inspection Service (USDA-APHIS) periodically updates the list of regulated areas in 7CFR 301.53-3. Subsection (1) applies to new regulated areas as those areas are identified in the CFR.

REGULATED ITEMS. The following are regulated items for purposes of sub. (1):

The emerald ash borer, *Agrilus planipennis* (Fairmaire) in any living stage.

Ash trees.

Ash limbs, branches, and roots.

Ash logs, slabs or untreated lumber with bark attached.

Cut firewood of all non-coniferous species.

Ash chips and ash bark fragments (both composted and uncomposted) larger than 1 inch in diameter.

Any other item or substance that may be designated as a regulated item if a DATCP pest control official determines that it presents a risk of spreading emerald ash borer and notifies the person in possession of the item or substance that it is subject to the restrictions of the regulations.

Regulatory Considerations

The quarantine means that ash wood products may not be transported out of the quarantined area.

If ash trees are identified within clearing and grubbing limits of the project, the following measures are required for the disposal:

Chipped ash trees

May be left on site if used as landscape mulch within the project limits.

May be buried on site within the right-of-way according to standard spec 201.3 (14).

May be buried on adjacent properties to projects within the quarantined zone with prior approval of the engineer according to standard spec 201.3 (15).

May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3 (15).

Burning chips is optional if in compliance with standard spec 201.3.

Chips must be disposed of immediately and may not be stockpiled.

Chipper equipment must be cleaned following post-chipping activities to ensure no spread of wood chip debris into non-quarantined counties.

Ash logs, branches, and roots

May be buried without chipping within the existing right-of-way or on adjacent properties according to standard spec 201.3 (14)(15).

May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3 (15).

Burning is optional if in compliance with standard spec 201.3.

Ash logs, branches, and roots must be disposed of immediately and may not stockpiled.

All additional costs will be incidental to clearing and grubbing items.

Anyone moving firewood or ash products from the state or these counties is subject to state and federal fines up to \$1,000.00. All fines are the responsibility of the contractor. Obtain updated quarantine information at the DNR Firewood Information Line at 1 (800) 303-WOOD.

Updates for compliance

Each year, as a service, the Wisconsin Department of Agriculture, Trade and Consumer Protection distributes an updated federal CFR listing to nursery license holders and other affected persons in this state. More frequent updates, if any, are available on the department's website at www.datcp.state.wi.us. Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from the department. Persons may request update notices by calling (608) 224-4573, by visiting the department's website, or by writing to the following address:

Wisconsin Department of Agriculture, Trade and Consumer Protection
Division of Agricultural Resource Management
P.O. Box 8911
Madison WI 53708-8911

(2) REGULATED ITEMS. More frequent updates, if any, are available on the department's website at www.datcp.state.wi.us. Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from the department. Persons may request update notices by calling (608) 224-4573, by visiting the department's website, or by writing to the above address. (NER11-0308)

10. Notice to Contractor – Contamination Beyond Construction Limits.

The department and others completed testing for soil contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following site(s):

1. Site 1 – Station 70+25 to 71+25, beyond 35 feet LT of reference line, and beyond from a depth of 8 feet below existing grades.
2. Site 7 – Station 93+40 to 93+90, beyond 30 feet RT of reference line, and beyond a depth of 8 feet below existing grades.

The contaminated soils at the above sites are expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations at these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soils are encountered at these sites or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting: Brian Edwards, WisDOT NE Region, 944 Vanderperren Way, Green Bay, WI 54304-5344, (920) 360-2801. stp-107-100 (20050901)

11. 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 10:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer. stp-107-001 (20060512)

A noise variance may be obtained from the City of Appleton. To pursue a noise variance, contact the City of Appleton Assistant City Engineer, Mark Lahay at (920) 832-6486 or mark.lahay@appleton.org.

Replace standard spec 107.8 (4) with the following:

Notify the following organizations and departments at least two business days before road closures, lane closures or detours are put into effect:

- Calumet County Sheriff's Department
- Outagamie County Sheriff's Department
- Winnebago County Sheriff's Department
- Appleton Police Department
- Appleton Fire Department
- Fox Crossing Police Department
- Fox Crossing Fire Department
- Advanced Disposal Services (Village of Fox Crossing garbage/recycling)
- City of Appleton Department of Public Works – Operations (City of Appleton garbage/recycling)
- Valley Transit

The Calumet, Outagamie, and Winnebago County Sheriff's Departments' 911 dispatch all area police, fire, and ambulance services, and will relay any notification given by the contractor.

12. Coordination with Businesses.

The contractor shall arrange and conduct a meeting between the contractor, the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting seven days prior to the start of work under this contract and two meetings per month thereafter. The contractor shall notify all parties in writing a minimum of ten days prior to the first meeting being held.

(NER12-1003)

The City of Appleton will provide a mailing list of invitees for these meetings.

13. Work by Others – City of Appleton.

The City of Appleton, Department of Public Works will be responsible for the following work concurrent with work under this contract:

Traffic Signals and Lighting:

- Removal of above-ground traffic signal components, including poles, assemblies and attached signs.
- Removal of conductors and wire in existing traffic signal conduits to be abandoned.
- Furnishing and installing non-monotube traffic poles and assemblies, including lighting attachments at the signalized intersections (E. Taft Avenue, Calumet Street, W. Seymour Street, E. Fremont Street, Olde Oneida Street).
- Furnishing monotube traffic poles and assemblies, including lighting attachments.
- Furnishing and installing traffic signal and lighting wire at the signalized intersections (E. Taft Avenue, Calumet Street, W. Seymour Street, E. Fremont Street, Olde Oneida Street).

- Furnishing and installing traffic signal heads and mounting hardware on all traffic signal poles at the signalized intersections (E. Taft Avenue, Calumet Street, W. Seymour Street, E. Fremont Street, Olde Oneida Street).
- Furnishing and installing control cabinets and electrical service meter breaker pedestals and coordinating installation of new electrical service with WE Energies (E. Taft Avenue, Calumet Street, W. Seymour Street, E. Fremont Street, Olde Oneida Street).
- Furnishing and installing microwave vehicle detection equipment at the signalized intersections (E. Taft Avenue, Calumet Street, W. Seymour Street, E. Fremont Street, Olde Oneida Street).
- Furnishing and installing emergency vehicle preemption equipment at the signalized intersections (E. Taft Avenue, Calumet Street, W. Seymour Street, E. Fremont Street, Olde Oneida Street).
- Testing.

Coordinate all stages of the electrical construction with the City of Appleton, and allow for the City of Appleton crew to conduct their necessary work. After all contractor-installed cabling is installed and acceptably complete, notify the City of Appleton seven days before the city is to begin their work. The City of Appleton anticipates the above stated work will take three days per intersection, per stage to complete. Also, coordinate all work including traffic staging and closures with the City of Appleton to accommodate their work. The contact person from the City of Appleton is Mike Hardy, (920) 832-6478.

The City of Appleton is responsible for the erection of non-monotube traffic signal poles once the concrete bases, underground conduit, and pull rope have been placed at the Oneida Street intersections with E. Taft Avenue, Calumet Street, W. Seymour Street, E. Fremont Street, and Olde Oneida Street.

Signing:

Furnishing and installing permanent sign supports and signs.

Coordinate installation of signing with the City of Appleton. The contact person from the City of Appleton is Eric Lom at (920) 832-3958 or Mike Hardy at (920) 832-6478.

Coordinate with City of Appleton – Valley Transit for bus stop signs 14 days prior to road closure or lane closures. The contact person for Valley Transit is Amy Erickson at (920) 832-2295, Amy.Erickson@appleton.org

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

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

stp-105-001 (20140630)

15. Referenced Construction Specifications.

Construct the work enumerated below conforming to the City of Appleton 2017 specifications. 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:

Adjusting Sanitary Manholes, Item SPV.0060.22.

stp-105-002 (20130615)

16. Abandoning Sewer, Item 204.0291.S.

A Description

This special provision describes abandoning existing sewer by filling it with cellular concrete according to the pertinent requirements of standard spec 204 and standard spec 501, as shown in the plans, and as hereinafter provided.

B Materials

Provide cellular concrete meeting the following specifications: 1 part cement, 1 part fly ash, 8 parts sand, or an approved equal, and water. Provide cement meeting the requirements of standard spec 501.2.1 for Type 1 Portland Cement. Provide sand meeting the requirements of standard spec 501.2.5.3 Provide water meeting the requirements of standard spec 501.2.4.

C Construction

Fill the abandoned sewer pipe with cellular concrete as directed by the engineer. In the event that the sewer cannot be completely filled from existing manholes, tap the sewer where necessary and fill from these locations.

D Measurement

The department will measure Abandoning Sewer in volume by the cubic yard according to standard spec 109.1.3.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0291.S	Abandoning Sewer	CY

Payment is full compensation for furnishing all materials and excavating and backfilling where necessary.

stp-204-050 (20080902)

17. Excavation, Hauling, and Disposal of Petroleum-Contaminated Soil, Item 205.0501.S.

A Description

A.1 General

This special provision describes excavating, loading, hauling, and disposing of petroleum-contaminated soil at a WDNR-licensed bioremediation/landfill facility. The closest WDNR-licensed facility is:

Veolia ES Hickory Meadow Landfill
W3105 Schneider Road
Hilbert, Wisconsin 54129
(920) 853-8553

Perform this work according to section 205 of the standard specifications and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

A.2 Notice to the Contractor – Contaminated Soil Locations

The department and others completed testing for soil contamination within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present or likely to be present at the following locations as shown on the plans:

1. Site 3 – Station 75+80 to 76+50, from approximately 12 feet LT of reference line to construction limits RT, and at a depth of approximately 2 feet to 8 feet below existing grades.
2. Site 5 – Station 87+00 to 88+25, from approximately 12 feet LT of reference line to construction limits RT, and at a depth of approximately 4 feet below existing grades to the maximum depth of excavation.
3. Site 6 – Station 93+75 to 94+50, from approximately 20 feet LT of reference line to construction limits LT, and at a depth of approximately 4 feet below existing grades to the maximum depth of excavation.
4. Site 9 – Station 103+50 to 104+75, from approximately 10 feet LT of reference line to construction limits LT, and at a depth of approximately 5 feet below existing grades to the maximum depth of excavation.
5. Site 10 – Station 107+75 to 108+75, from approximately 10 feet LT of reference line to construction limits LT, and at a depth of approximately 7 feet to 11 feet below existing grades.
6. Site 12 – Station 118+25 to 119+50, from approximately reference line to construction limits RT, and at a depth of approximately 3 feet to 11 feet below existing grades.
7. Site 13 – Station 120+25 to 121+00, from approximately reference line to construction limits RT, and at a depth of approximately 2 feet to 6 feet below existing grades.

If contaminated soil is encountered at other locations, terminate excavations in that area and notify the engineer. The excavation management plan for this project has been designed to minimize the off-site disposal of contaminated material. These special provisions, which outline the excavation management plan, have been developed in cooperation with the WDNR. The WDNR's concurrence is on file at the department.

For further information regarding previous investigation and remediation activities at these locations, contact:

Brian Edwards, WisDOT Northeast Region
944 Vanderperren Way, Green Bay, WI 54304
Phone: (920) 492-5640
Fax: (920) 492-5640
Email: brian.edwards@dot.wi.gov

Active groundwater monitoring wells may be encountered within the project limits, particularly Site 12. If active groundwater monitoring wells are encountered during construction, notify the engineer and protect the wells to maintain their integrity. The environmental consultant will determine whether monitoring wells need to be maintained. Adjust monitoring wells that need to be maintained and do not conflict with structures or curb and gutter to be flush with the final grade. Coordinate with the environmental consultant the abandonment or adjustment of wells that conflict with the previously mentioned items and wells that are not required to be maintained.

A.3 Coordination

Coordinate work under this contract with the environmental consultant retained by the department's BTS-ESS:

Name: GEI Consultants, Inc., Mr. Roger Miller or Mr. Mike DeBraske
Address: 3159 Voyager Drive, Green Bay, WI 54311
Phone: (920) 455-8657 / (920) 455-8655
Fax: (920) 455-8225
E-mail: rmiller@geiconsultants.com, mdebraske@geiconsultants.com

The role of the environmental consultant will be limited to:

1. Determining the locations and limits of contaminated material to be excavated based on analytical results from previous investigations, visual observations, and field-screening of material that is excavated;
2. Identifying contaminated material to be hauled to the bioremediation/landfill facility;
3. Documenting that activities associated with management of contaminated material are in conformance with state regulations;
4. Obtaining the necessary approvals for treatment and disposal of contaminated material.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the contaminated areas specified above to the environmental

consultant. Also notify the environmental consultant at least three calendar days prior to commencement of excavation activities in each of the contaminated areas.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation in contaminated areas. Perform excavation work in these areas on a continuous basis until excavation work is completed.

Identify the DNR approved bioremediation facility that will be used for disposal of contaminated soils, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the bioremediation facility. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

A.4 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

During excavation activities, expect to encounter soil contaminated with gasoline, diesel fuel, fuel oil, or other petroleum related products. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

Control operations in the contaminated areas to minimize the quantity of contaminated material excavated.

The environmental consultant will periodically evaluate material excavated from the contaminated areas. The environmental consultant will evaluate excavated material based on field-screening results, visual observations, and analytical results from previous environmental investigations. Assist the environmental consultant in collecting samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 15 cubic yards excavated.

On the basis of the results of such field-screening, the material will be designated as follows:

- Excavation Common consisting of clean soil and/or clean construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, bituminous pavement, bricks, building stone, and unpainted or untreated wood), which under NR 500.08 are exempt materials, or
- Low-level petroleum-contaminated soil for reuse as fill within the construction limits, or
- Petroleum-contaminated soil for bioremediation at the WDNR-licensed bioremediation/ landfill facility.

Directly load and haul material designated by the environmental consultant for offsite treatment and disposal at the WDNR-licensed facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated material or residues. Prior to transport, sufficiently dewater material designated for off-site treatment and disposal so as not to contain free liquids.

D Measurement

The department will measure Excavation, Hauling, and Disposal of Petroleum-Contaminated Soil in tons of contaminated soil accepted by the bioremediation/ landfill facility as documented by weight tickets generated by the bioremediation/landfill facility.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
205.0501.S	Excavation, Hauling, and Disposal of Petroleum-Contaminated Soil	TON

Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation or direct landfilling of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of soil samples for field evaluation; dewatering of soils prior to transport, if necessary.

18. 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:
 - 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://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/qual-labs.aspx>

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

- (1) Document all placement observations, inspection records, and control adjustments daily in a permanent field record. Also include all test results in the project records. Provide test results to the engineer within one business day after obtaining a sample.

Post or distribute tabulated results using a method mutually agreeable to the engineer and contractor.

B.4.3 Control Charts

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

B.5 Contractor Testing

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

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

B.6 Test Methods

B.6.1 Gradation

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

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

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

B.8 Department Testing

B.8.1 General

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

B.8.2 Verification Testing

B.8.2.1 General

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

B.8.3 Independent Assurance

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

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

B.9 Dispute Resolution

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

C (Vacant)

D (Vacant)

E Payment

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to this work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the non-performance of QMP administrative item.

- (2) For material represented by a running average exceeding a control limit, the department will reduce pay according to CMM 8-10.5.2 for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2.
stp-301-010 (20170615)

19. Protection of Concrete.

Supplement standard spec 415.3.14 as follows:

The contractor shall provide for a minimum of one concrete finisher to remain on the project site after final finishing of all concrete surfaces until such time as the concrete has hardened sufficiently to resist surface scarring caused by footprints, handprints, or any other type of imprint, malicious or otherwise. The finisher shall actively and continuously patrol on foot the newly placed concrete and repair any damage to the surface that might be sustained as described above.

The cost for providing the finisher(s), the necessary equipment, and materials shall be construed to be included in the contract unit price for each concrete item.
(NER11-0127)

20. Manhole and Inlet Adjusting Rings.

Supplement standard spec 611.3 as follows:

When using concrete adjustment rings:

The height of the grade ring shall equal (to within an inch and not to exceed) the height of the adjustment to minimize the number of joints in the chimney section. Multiple grade rings will not be allowed where one will suffice. Concrete grade rings less than 2-inches in thickness are not allowed. Concrete rings shall be of a size that closely matches the inside and outside dimensions of the structures.
(NER13-0611)

21. Reconstructing Manholes.

Supplement standard spec 611 as follows:

Add the following to standard spec 611.3.5(1):

Provide connections to pipes as shown in the plans. Seal old pipe connections for pipes that are removed from the manhole.

Add the following to standard spec 611.5.3:

Payment for Reconstructing Manholes includes connections to pipes and sealing of old connections for removed pipes.

22. Cover Plates Temporary, Item 611.8120.S.

A Description

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

B Materials

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

C (Vacant)

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	EACH

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

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

stp-611-006 (20151210)

23. Mulching.

Conform to the requirements of standard spec 627 and as hereinafter provided.

Placing

Mulch may be placed only according to Method C, Crimping, as described in standard spec 627.3.2.3. Method A and Method B are not allowed.

24. Traffic Control.

Perform this work according to the requirements of standard spec 643, and as shown on the plans or as approved by the engineer, except as hereinafter modified.

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control detail as shown on the plans. Submit this plan ten days prior to the preconstruction conference.

Provide 24 hours-a-day availability of equipment and forces to expeditiously restore lights, signs, or other traffic control devices that are damaged or disturbed. The cost to maintain and restore the above items shall be considered incidental to the item as bid and no additional payment will be made therefore.

Supply the name and telephone number of a local contact person for traffic control repair before starting work.

Have available at all times sufficient experienced personnel to promptly install, remove and reinstall the required traffic control devices to route traffic during the construction operations.

The turning of traffic control devices when not in use to obscure the message will not be allowed under this contract.

Obtain prior approval from the engineer for the location of egress and ingress for construction vehicles to prosecute the work.

Cover existing signs and remove existing pavement markings which conflict with traffic control as directed by the engineer.

Conduct operations in such a manner that causes the least interference and inconvenience to the free flow of vehicles on the roadways. This includes the following:

- a. Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way without approval of the engineer.
- b. All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.
- c. Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1000 feet. Activate the beam when merging into or exiting a live traffic lane.

Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer. Immediately repair or replace any damage done to the above during the construction operations at contractor expense.

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency.

(NER09-1119)

25. Temporary Pedestrian Surface Asphalt, Item 644.1410.S; Temporary Pedestrian Surface Plywood, Item 644.1420.S.

A Description

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

B Materials

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

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

C Construction

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

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

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
644.1410.S	Temporary Pedestrian Surface Asphalt	SF
644.1420.S	Temporary Pedestrian Surface Plywood	SF

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

stp-644-010 (20150630)

26. Temporary Curb Ramp, Item 644.1601.S.

A Description

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

B Materials

Furnish materials as follows:

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

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

C Construction

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
644.1601.S	Temporary Curb Ramp	EACH

Payment is full compensation for providing, maintaining, and removing temporary curb ramps.
stp-644-020 (20150630)

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

A Description

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

B Materials

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

Furnish select 2x4 dimensional lumber.

Furnish fence fabric meeting the following requirements.

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

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

C Construction

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

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

D Measurement

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

E Payment

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

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

Payment is full compensation for providing, maintaining, and removing the temporary pedestrian safety fence.
stp-644-025 (20150630)

28. Electrical General.

A Description

This section supplements standard spec 651, except where superseded by these specifications or the special provisions contained herein.

B Materials

All materials furnished by the contractor for electrical installation under this contract are subject to approval by the engineer.

Furnish a complete list and cut sheets/shop drawings of materials to be furnished and used for lighting. Include on the list the names and addresses of manufacturers, together with catalog numbers, certificates of compliance, specifications, and other product information requested by the engineer. Submit the list and cut sheets/shop drawings within 20 calendar days of the award of the contract. No materials shall be incorporated into the contract prior to the written approval of the engineer. Approval does not change the intent of the specifications. Resubmit for approval any substitute or changes in material.

Up to two submittals of material for approval are allowed. If more than two submittals are required, the contractor will be charged on a time-and-material basis for additional review time with payment made before submittals will be returned.

C Construction

C.1 General

Perform all work in conformance with the Wisconsin Electrical Code, National Electric Code (NEC), National Electrical & Safety Code (NESC), and the construction practices of the National Electrical Contractors Association (NECA).

The engineer or a designee will mark the locations of the proposed signal bases, street light bases, traffic signal cabinet bases, loop detector conduits, loop detector slots and grooves, and pull boxes and field review with the contractor prior to proceeding with the project.

Make available for inspection any installations below grade before backfilling or concealing. The engineer reserves the right to reject installations not made available for inspection.

Contact the engineer for coordination and inspection of all electrical installations.

Obtain utility locations prior to work and verify with engineer the routing of existing underground wiring and lighting circuits.

Show care not to damage existing conduit and wiring to remain and/or be used for temporary lighting purposes.

Furnish all labor, material, equipment and incidentals necessary to complete the project according to the plans and specifications and to provide a completely operational system. All items not specifically identified, but required shall be incidental to the most appropriate bid item.

The contractor shall be responsible for pavement and terrace restoration beyond that which is part of bid items and quantities in the plan.

C.2 Splices

Poles (at hand holes) - Utilize appropriately configured insulated multi-port mechanical wire connectors from the WISDOT Qualified Electrical Products list. Conductor ports shall be provided with adequate anti-oxidant joint compound.

Pull boxes (where allowed) - Utilize underground rated wire multi-mode 1,000V rated resin kits with compression fitting wire connectors. Compression fitting shall correspond with conductor makeup at the respective location. Split bolts not allowed.

C.3 Circuit Identification

Color coding shall be applied by means of 2-inch bands of tape suitable for the application, unless the cable jacket is of the proper color. Color code all tails of all splices. Code both tails of all fuse assemblies. Color code secondary distribution circuits as shown on the plans.

Each accessible location of cable at wire splices (i.e. cabinet base, pedestal and transformer bases) shall have a permanent tag identifying the conductor circuit number. The circuit numbering shall be determined and coordinated with the engineer.

Each accessible location of loop detector wire splices (i.e. cabinet base, pull boxes) shall have a permanent tag identifying the detector number. The numbering shall be determined and coordinated with the engineer.

Identification shall consist of a permanent embossed 304 stainless steel tag with 3/16" characters (equal to Panduit #MEHT187 system) attached in a "flag" manner using a black outdoor rated nylon tie.

C.4 Branch Circuit Tagouts

Any work on existing circuits may be worked on while disconnected and tagged out. Any branch circuit not disconnected and tagged out shall be considered live, and the contractor shall restrict his work force to those qualified to work on live circuits.

Make disconnection by disconnecting branches at the overcurrent device.

Tagouts shall be made with manufactured electrical warning tags furnished by the contractor and endorsed with the name of the contractor, the date, and the project I.D. Clear all tagouts by the end of the workday.

C.5 Threaded Fasteners

Liberally coat all threaded fasteners (i.e. screws, bolts, etc.) with an anti-seize compound from the approved electrical materials list. Excepting fasteners inside control cabinets, fasteners up to half an inch in diameter shall be stainless steel.

C.6 Bonding Wire

Install bonding wire in conduits for equipment grounding. Ground all equipment as required. All metal junction boxes and pull boxes shall be bonded to ground using a mechanical lug.

C.7 Initial Failures

For materials and equipment provided by the contractor, agree on a time with the engineer for test burning of completed installations, which is generally toward the end of the contract period. Replace failed LED modules or luminaires along with any other non-functioning component, for no additional compensation. Only one test burn for the purpose of identifying initial failures will be required. The city will supply replacements for failed LED modules or luminaires and other components that were furnished by the city. Installation of replacement components is the contractor's responsibility.

C.8 Underground Installation

The conduit shall be directionally bored where the conduit passes under an existing roadway, driveway, sidewalk, or other hard surfaces, unless noted otherwise in the plans. Correct any "bumps" or "pavement failures" caused by boring operations to the satisfaction of the engineer. Hand trench and/or directional bore around existing trees/plantings as required to minimize harm to the trees/plantings.

C.9 Removals

Provide for the proper removal and disposal of materials and equipment not to be reused off-site in an approved manner. Properly store and protect any materials that will be reused or reinstalled. Repair or replace any damage to removed materials to be reused as determined by the engineer at no additional cost to the project.

Completely remove all concrete bases. Backfill voids with gradation #2 gravel compacted in 8-inch lifts with approved tamping equipment.

D (Vacant)

E Payment

The department will pay for the work specified under the various traffic signal and lighting items.

29. Electrical Conduit.

Supplement standard spec 652 as follows:

Add the following to standard spec 652.3.1.1 Installation of Conduit, General:

All conduit ends shall be identified with indelible marker with the identification for the traffic signal/street light base, loop detector, or other facility they serve (i.e. NW SB1, D41).

All conduit runs should be as straight as possible to minimize material costs, construction costs, and to facilitate the pulling of electrical cable. Any turns or sweeps, where shown on the plan, shall be a minimum 36-inch or larger radius.

All conduit connections shall be thoroughly cleaned and cemented with products from the approved electrical materials list.

Conduit runs shall be cleaned out and have bell ends and pull rope installed within 24 hours of completion of each conduit run to have electrical cables and wired installed by City of Appleton. Pull rope shall be a minimum of 4 feet longer than the run of conduit and shall be doubled back to at least 2 feet at each raceway access point and anchored in a manner acceptable to the engineer.

When the plans indicate the conduit leading to an existing concrete base or pull box is to be intercepted and reused, the conduit shall be exposed and cut cleanly prior to removal of the base. Damage to the existing conduit during removal shall be repaired and replaced at the contractor's expense.

When the plans indicate an existing steel or PVC conduit run is to be intercepted with a new run of PVC conduit and reused, the existing conduit shall be exposed and cut cleanly. If connecting to metal conduit, only use adapter fillings UL listed for electrical use. Damage to the existing conduit during removal shall be repaired and replaced at the contractor's expense.

Where the plans indicate installation of conduit into a cabinet with a cast concrete basement, access the basement underground through knockout locations. Use an approved expandable foam sealant at the conduit entrance and knockout. Foam shall expand to completely seal out debris and moisture from entering the cabinet basement.

30. Pull Boxes.

Supplement standard spec 653 as follows:

Add the following to standard spec 653.3:

Any excavations or voids shall be backfilled and compacted in 8-inch lifts with industry standard mechanical tamping equipment.

Install grounding lug, equipment grounding electrode and grounding in each pull box.

31. Bases.

Supplement standard spec 654 as follows:

Replace standard spec 654.2.1(6), Concrete Bases, as follows:

Use schedule 80 PVC electrical conduit conforming to standard spec 652.

Add the following to standard spec 654.2:

Each underground end of the 90 degree electrical conduit sweep extending out from the base shall have a molded, integral bell-ended coupling.

Add the following to standard spec 654.3:

Concrete base forms shall be extra heavy duty, ½” minimum thickness. Site inspection by the engineer is required upon completion of setting the base form, prior to pouring of concrete.

Contact City of Appleton Traffic Engineer three business days prior to excavating any concrete bases. Contact Mike Hardy at (920) 832-6478. The day of installation, the city will review the staked base locations against contractor’s utility locates and any curb and sidewalk installations to determine if adjustments are necessary. Allow the city time to make adjustments to staked locations before excavation.

Any excavations or voids shall be backfilled and compacted in 8-inch lifts with engineer-approved tamping equipment.

32. Concrete Bases Type 10, Item 654.0110; Concrete Bases Type 13, Item 654.0113.

Supplement standard spec 654 as follows:

Add the following to standard spec 654.3:

- (3) Contact City of Appleton Traffic Engineer three business days prior to excavating any concrete bases. Contact Mike Hardy at (920) 832-6478. The day of installation, the city will review the staked base locations against contractor’s utility locates and any curb and sidewalk installations to determine if adjustments are necessary. Allow the city time to make adjustments to staked locations before excavation.

33. Electrical Wiring Lighting.

Supplement standard spec 655 as follows:

Amend standard spec 655.2.6(1), Electrical Wire Lighting, as follows:

Use single conductor, SOLID copper conductor with Type USE (XLP) green colored insulation.

34. Install Poles Type 9, Item 657.1345; Install Poles Type 10, Item 657.1350; Install Poles Type 12, Item 657.1355; Install Poles Type 13, Item 657.1360; Install Monotube Arms 15-FT, Item 657.1515; Install Monotube Arms 20-FT, Item 657.1520; Install Monotube Arms 25-FT, Item 657.1525; Install Monotube Arms 30-FT, Item 657.1530; Install Monotube Arms 45-FT, Item 657.1545; Install Monotube Arms 50-FT, Item 657.1550.

Replace standard spec 661.2.1 with the following:

- (1) The City of Appleton will furnish the following traffic signal equipment:
 - Type 9, 10, 12, and 13 poles and associated mounting hardware, hand hole covers, and pole caps.
 - Monotube arms.
 - Steel luminaire arms.
- (2) Arrange for pickup at the city maintenance yard at 2620 E. Glendale Avenue, Appleton, WI 54911. Contact Mike Hardy at (920) 832-6478 to make arrangements a minimum of five working days prior to pickup.

35. Temporary Traffic Signals for Intersections S. Oneida Street & Calumet Street, Item 661.0200.01.

Replace standard spec 661.2.1(4) with the following:

Furnish traffic signal components from the department's QPL and conforming to standard spec 658.2. LED modules shall conform to ITE VTC SH-LED. The contractor may furnish engineer-approved used components.

Additional Requirement:

Furnish and install a control cabinet, signal controller, and control equipment per standard spec 661.2.1. Cabinet shall provide a minimum of 4 AC outlets to accommodate city's control and monitoring equipment (to be furnished and installed by city). The temporary control cabinet will be used during all construction stages when temporary signals are being used. The permanent signals will be switched over to a permanent control cabinet upon the completion of construction. Coordinate the time of the switch with the City of

Appleton by contacting Mike Hardy at (920) 832-6478 at least five working days prior to the time of the switch.

City of Appleton to provide the configuration file for the signal controller. Follow phase and sequence assignment as shown in the plans.

Replace standard spec 661.3.2.7(2) with the following:

Respond within one hour of notification to provide corrective action to any emergency such as, but not limited to, knockdowns, signal cable problems, and all controller equipment failures. If equipment becomes damaged or faulty beyond repair, replace it within one working day. In order to fulfill this requirement, maintain, in stock, sufficient amounts of materials and equipment to provide repairs. Replace the traffic signal control equipment including the cabinet controller, and cabinet accessories within 4 hours.

Add the following to standard spec 661.3.1.4:

- (4) Contractor is responsible for all emergency calls and required to respond and secure the site, clear the roadway, restore signal operations during construction operations while temporary signals are in use. Any damage resulting from construction operations shall be corrected by the contractor at their expense.

36. Excavation Below Subgrade, Item SPV.0035.01.

A Description

This special provision describes excavating, hauling, and disposing of materials removed during common excavation operations, below the subgrade elevation shown in the plan, according to standard spec 205 and as hereinafter provided.

B (Vacant)

C Construction

Excavate, haul, and dispose of material obtained from engineer-approved excavation below subgrade at an off-site location.

D Measurement

The department will measure Excavation Below Subgrade by the cubic yard, acceptably completed according to standard spec 205.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.01	Excavation Below Subgrade	CY

Payment is full compensation for excavating, hauling, and disposing of material from below the plan subgrade during common excavation operations. The department will pay separately to correct problems beyond the contractor's control for excavation below subgrade required after the engineer approves the subgrade, as outlined in standard spec 205.5.2(2).

37. Municipal Poles Type 5, Item SPV.0060.01; Municipal Poles Type 17, Item SPV.0060.02.

A Description

This special provision describes furnishing and installing poles, nut covers, and all miscellaneous hardware required to complete the installation of light poles, according to standard spec 657, WisDOT Qualified Electrical Products list, as shown on the plans, and as hereinafter provided.

Mast arms, transformer bases, luminaires and concrete bases are paid for under separate bid items.

B Materials

Furnish and deliver light poles conforming to the WisDOT Standard details SDD 9E1-14D/G for municipal poles type 5 (aluminum) and SDD 9E1-14F/G for municipal poles type 17 (aluminum) and as modified herein.

The pole shafts, handhole cover and nut covers shall be Class 1 anodized black as defined by the Aluminum Association and the American Architectural Manufacturers Association.

C Construction

Install the light poles on transformer bases or concrete as required by plans.

Furnish and install all incidental items, such as hardware, grommets, splices, etc. necessary to make the lighting unit complete.

D Measurement

The department will measure Municipal Poles (type) as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Municipal Poles Type 5	EACH
SPV.0060.02	Municipal Poles Type 17	EACH

Payment is full compensation for providing materials, including poles, nut covers, and hardware as necessary to completely install the lighting pole.

38. Municipal Luminares Arms Single Member 4 ½-Inch Clamp 6-FT, Item SPV.0060.03; Municipal Luminaire Arms Single Member 6-Inch Clamp 8-FT, Item SPV.0060.04.

A Description

This special provision describes furnishing and installing mast arms and all miscellaneous hardware required to complete the installation of the municipal lighting units, according to standard spec 657, WisDOT Qualified Electrical Products list, as shown on the plans, and as hereinafter provided.

B Materials

Furnish and deliver luminaire arms conforming to the WisDOT Standard details SDD 9E1-14D/G for 4 ½-Inch clamp arms (aluminum) and SDD 9E1-14F/G for 6-Inch clamp arms (aluminum) and as modified herein.

The mast arm assembly shall be Class 1 anodized black as defined by the Aluminum Association and the American Architectural Manufacturers Association.

C Construction

Install the mast arms on light poles as required by plans and manufacturer.

Furnish and install all incidental items, such as grommets, splices, etc. necessary to make the lighting unit complete.

D Measurement

The department will measure Municipal Luminaire Arms (type) as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Municipal Luminaire Arms Single Member 4 ½-Inch Clamp 6-FT	EACH
SPV.0060.04	Municipal Luminaire Arms Single Member 6-Inch Clamp 8-FT	EACH

Payment is full compensation for providing materials, including mast arms, hardware and providing appurtenances necessary to completely install on the pole.

39. Municipal Transformer Bases Breakaway 11 ½-Inch Bolt Circle, Item SPV.0060.05; Municipal Transformer Bases Breakaway 15-17 Inch Bolt Circle, Item SPV.0060.06.

A Description

This special provision describes furnishing and installing transformer bases and all miscellaneous hardware required to complete the installation of the municipal lighting units, according to standard spec 657, WisDOT Qualified Electrical Products list, as shown on the plans, and as hereinafter provided.

B Materials

Furnish and deliver transformer bases conforming to the DOT Standard details SDD 9E1-14D and 9C3-4 for 11 ½-Inch bolt circle bases, and SDD 9E1-14F and 9C10-3 for 15-17 Inch bolt circle bases and as modified herein.

The transformer bases shall be Class 1 anodized black as defined by the Aluminum Association and the American Architectural Manufacturers Association with a semi-gloss black powder coat finish applied over anodizing.

C Construction

Install the transformer bases for lighting units as required by plans and manufacturer.

Furnish and install all incidental items, such as hardware, etc. necessary to make the lighting unit complete.

D Measurement

The department will measure Municipal Transformer Bases (type) as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Municipal Transformer Bases Breakaway 11 ½-Inch Bolt Circle	EACH
SPV.0060.06	Municipal Transformer Bases Breakaway Breakaway 15-17 Inch Bolt Circle	EACH

Payment is full compensation for providing materials, including transformer bases, hardware and providing appurtenances necessary to completely install the base.

40. Municipal LED Luminaires, Type 1, Item SPV.0060.07; Municipal LED Luminaires, Type 2, Item SPV.0060.08; Municipal LED Luminaires, Type 3, Item SPV.0060.09.

A Description

This special provision describes furnishing and installing LED luminaires and all miscellaneous hardware required to complete the installation of the luminaires, in accordance with standard spec 659, as shown on the plans, and as hereinafter provided.

B Materials

Furnish LED luminaires with a slim, low profile design that minimizes wind loading. Luminaires shall be constructed of cast and extruded aluminum with integral, weather-tight LED driver components with high performance aluminum heat-sinks. Each luminaire shall use a three-terminal block for power input.

The luminaires shall be designed to mount on a 2" IP (2.375" O.D.) horizontal tenon and shall be adjustable +/- 5 degrees to allow for leveling. Luminaire shall include a leveling bubble.

Luminaire design shall be modular to accommodate varied lighting output by use of LED light bar modules and/or differing driver outputs. LED shall have a nominal color temperature of 4000K (± 300 K) with a minimum of 70 CRI. Drivers shall operate with an input voltage ranging from 120-277V, 50/60 Hertz, $\pm 10\%$ as standard. LED drivers shall have a power factor greater than 90%. Projected L70 at up to 50°C ambient temperature shall be 416,000 hours or greater. All luminaires shall come equipped with an integral surge suppression protection standard and a quick disconnect harness suitable for mate and break under load provided on power feed to driver.

The finish shall be factory applied powder coat durable semi-gloss black topcoat for housing providing resistance to corrosion, ultraviolet degradation and abrasion.

Luminaire shall have a minimum of 5 year warranty on materials and finish.

Luminaires shall be rated and/or certified as follows:

- UL listed for wet locations
- IP-66 enclosure rating
- IDA dark sky full cutoff compliant

Luminaire performance requirements:

Type 1: 96W, 11,700 Initial lumens, Type SL2 Distribution

Type 2: 113W, 12,165 Initial lumens, Type SL3 Distribution

Type 3: 225W, 24,365 Initial lumens, Type SL3 Distribution

Luminaire manufacturer/models:

Type 1: Eaton NVN-AF-03-E-U-SL2-10K-600-K-BK

Type 2: Eaton NVN-AF-02-E-U-SL3-10K-K-BK

Type 3: Eaton NVN-AF-04-E-U-SL3-10K-K-BK

C Construction

Install LED Luminaires in accordance with the pertinent provisions of standard spec 659 and as the manufacturer directs.

D Measurement

The department will measure Municipal LED Luminaires (type) completed in accordance with the contract accepted, as each individual unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Municipal LED Luminaires Type 1	EACH
SPV.0060.08	Municipal LED Luminaires Type 2	EACH
SPV.0060.09	Municipal LED Luminaires Type 3	EACH

Payment is full compensation for furnishing and installing all materials including luminaire.

41. Modifying Pole Wiring, Item SPV.0060.10.**A Description**

This work shall consist of furnishing and installing fuse holders/fuses and modifying wiring color coding in existing lighting units according to the plan details, and as herein provided.

B Materials

Furnish fuse holders per WisDOT Qualified Electrical Products list with fast acting type CC fuse size per plan details.

Pole wiring shall be according to standard spec 655.2.6.

C Construction

Install new fuse holder/fuse in existing conductors utilized as a neutral to convert into a circuit (phase) conductor. Provide short pole wiring conductor between underground conductors and fuse holder as needed to allow removal of fuse holder from handhole (along with existing fuse holder).

The existing neutral conductors shall be taped to re-identify the conductors as a circuit (phase) conductor.

D Measurement

The department will measure Modifying Pole Wiring as each individual 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.0060.10	Modifying Pole Wiring	EACH

Payment is full compensation for furnishing and installing all materials, including pole wiring, fuse holders, fuses, electrical tape.

42. Concrete Bases City Type 1 (12 ¾-Inch Bolt Circle), Item SPV.0060.11.

A Description

This special provision describes furnishing and installing concrete bases for traffic signals according to the pertinent provisions of standard spec 654, and as hereinafter provided.

B Materials

Furnish all materials according to standard spec 654.2, unless noted below.

Replace standard spec 654.2(6) with the following:

Use schedule 80 PVC electrical conduit conforming to standard spec 652.

Add the following to standard spec 654.2:

- (7) Each underground end of the 90 degree electrical conduit sweep extending out from the base shall have a molded, integral bell-ended coupling.

C Construction

Perform work according to standard spec 654.3, unless noted below. Verify all final base locations with the City of Appleton Traffic Engineer before construction.

Add the following to standard spec 654.3:

- (3) Concrete base forms shall be extra heavy duty, ½” minimum thickness. Site inspection by the engineer is required upon completion of setting the base form, prior to pouring of concrete.

Any excavations or voids shall be backfilled and compacted in 8-inch lifts with engineer-approved tamping equipment.

D Measurement

The department will measure Concrete Bases City Type 1 (12 ¾-Inch Bolt Circle) as each individual base, 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.0060.11	Concrete Bases City Type 1 (12 ¾- Inch Bolt Circle)	EACH

Payment is full compensation for furnishing and installing concrete base; and for disposing of excess materials and debris.

43. Bases, Cabinet Basement, Item SPV.0060.12.

A Description

This special provision describes furnishing and installing prefabricated concrete bases for traffic signal cabinets according to the pertinent provisions of standard spec 654, and as hereinafter provided.

B Materials

Furnish all materials according to standard spec 654.2, with the following exceptions:

Replace standard spec 654.2(6) with the following:

- (6) Use schedule 80 PVC electrical conduit conforming to the electrical conduit specified in standard spec 652.

Add the following to standard spec 654.2:

- (7) Furnish a prefabricated foundation, including hardware, as shown in the plan details.

C Construction

Verify all final base locations with the City of Appleton Traffic Engineer before construction. Contact Mike Hardy at the City of Appleton (920) 832-6478 at least five working days prior to proposed field verification date to make arrangements.

Use an approved expandable foam sealant at conduit entrances and knockouts. Foam shall expand to completely seal out debris and moisture from entering the cabinet basement.

Fill excavations or voids with backfill compacted in 8-inch lifts with engineer-approved tamping equipment.

D Measurement

The department will measure Bases, Cabinet Basement as each individual base, 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.0060.12	Bases, Cabinet Basement	EACH

Payment is full compensation for furnishing and installing prefabricated concrete base; and for disposing of excess materials and debris.

44. Communication Vault Type 1 Special, Item SPV.0060.13.

A Description

This special provision describes constructing communication vaults and vault lids according to the pertinent provisions of Section 673 of the State Standard Specifications, and as hereinafter provided.

B Materials

Perform work according to standard spec 673.2. Supplement standard spec 673.2 as follows:

Replace standard spec 673.2.2 (2) with the following:

- (2) Furnish a two-piece lid with a 15,000 pound minimum design load stamped permanently with "TRAFFIC" or as the plans show. Ensure that vault lids have water resistant gaskets, 2 slots measuring 1/2 inch by 4 inches for a pull out, and enough metal to detect with a metal detector.

C Construction

Perform all work according to standard spec 673.3.

D Measurement

The department will measure the Communication Vault Type 1 Special bid item as each individual vault, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Communication Vault Type 1 Special	EACH

Payment for the Communication Vault bid items is full compensation for providing and installing all materials including vaults, lids, fiber optic cable support assembly, caulking; for excavating, bedding, backfilling, and restoration of ground to original condition including sand, aggregate, concrete, or other required materials; and for disposing of surplus materials.

45. Patch Panel with Fiber Optic Cable Pigtail 12-Count, 100-FT, Item SPV.0060.14; Patch Panel with Fiber Optic Cable Pigtail 12-Count, 200-FT, Item SPV.0060.15.

A Description

Work under this item shall consist of furnishing a fiber optic cable patch panel and cable systems in a traffic signal cabinet as shown on the plans.

B Materials

Furnish combination Fiber Patch Panel and cable systems meeting the following requirements:

- 8 single-mode fiber optic strands
- Factory terminated ST connectors on panel end
- Bare, unterminated fiber strands on the non-panel end
- Loose tube cable
- Cable length as indicated by bid item
- Patch panel must be designed and tested for 1,000 rematings with less than 0.20 dB change
- Patch panel housing material must be ABS plastic

C (Vacant)**D Measurement**

The department will measure Patch Panel with Fiber Optic Cable Pigtail 12-Count (length) as each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.14	Patch Panel with Fiber Optic Cable Pigtail 12-Count, 100-FT	EACH
SPV.0060.15	Patch Panel with Fiber Optic Cable Pigtail 12-Count, 200-FT	EACH

Payment is full compensation for furnishing the fiber patch panel and cable assembly.

46. Fiber Patch Cord, Item SPV.0060.16.**A Description**

Work under this item shall consist of furnishing a fiber optic patch cord in a traffic signal cabinet as shown on the plans. The fiber optic patch cord shall be used as a connector between different fiber optic equipment installed with the project.

B Materials

Furnish fiber optic patch cord meeting or exceeding the following requirements:

General

- 1 meter long
- Single Mode Duplex Fiber (2 fibers per jumper)
- 9 micron core size
- Jacket shall be yellow PVC

- Each cable end shall be labeled with a “1” or “A” and “2” or “B” to determine orientation
- LC-ST connectors

Environmental

- Operating temperature: -25 F to +165 F (-34 C to +74 C)
- Relative Humidity: Up to 90%, non-condensing

C (Vacant)

D Measurement

The department will measure Fiber Optic Patch Cord by each 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.0060.16	Fiber Optic Patch Cord	EACH

Payment is full compensation for furnishing the fiber patch cord.

47. Moving Inlets, Item SPV.0060.17.

A Description

Move inlets from their existing location on the project to their final location, as shown in the plans, according to standard spec 611, and as hereinafter provided.

B (Vacant)

C Construction

Perform all construction, including excavating and constructing earth or granular foundation or bed for the inlet, setting the inlet, salvaging and resetting existing covers, backfilling the inlet, and connecting pipes to the inlets, as specified in standard spec 611.3.

D Measurement

The department will measure Moving Inlets as each individual inlet, 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.0060.17	Moving Inlets	EACH

Payment is full compensation for removing the inlets from their existing location; transportation the inlets from their existing location to their final location; for installing the inlet; for furnishing all excavating, backfilling, and disposing of surplus material; for salvaging, resetting, and adjusting existing covers; for backfilling the inlets; for providing and installing all pipe connections; and for cleaning out and restoring the work site.

48. Adjusting Sanitary Manholes, Item SPV.0060.18.

A Description

This special provision describes adjusting sanitary manholes according to City of Appleton specifications, as shown in the plans, and as hereinafter provided.

Coordinate with the City of Appleton a minimum of 5 working days prior to work on sanitary manholes. The field contact is Mark Kilheffer, 100 North Appleton Street, Appleton, WI 54911, (920) 832-6327, email mark.kilheffer@appleton.org.

B Materials

Provide new manhole chimney, concrete adjustment rings (3-inch minimum thickness), internal chimney seal, and reuse the existing frame and cover. Contact the City of Appleton for size and material specifications.

C Construction

See City of Appleton specifications for construction requirements.

D Measurement

The department will measure Adjusting Sanitary Manholes, as a unit of work for each individual manhole, acceptably adjusted according to the contract.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.18	Adjusting Sanitary Manholes	EACH

Payment is full compensation for providing all required materials, including chimney, concrete adjustment rings and chimney seal; for salvaging and reinstalling the existing frame and cover; for furnishing all necessary excavation, backfilling, disposing of excess material, and for cleaning out and restoring the work site.

49. Pavement Marking Grooved Contrast Preformed Thermoplastic Yield Line 36-Inch, Item SPV.0060.19; Crosswalk 18-Inch, Item SPV.0090.09.

A Description

This special provision describes grooving the pavement surface, and furnishing and installing contrast preformed thermoplastic pavement marking as shown on the plans, according to standard spec 647, and as hereinafter provided.

B Materials

Furnish 125 mils contrast preformed thermoplastic pavement marking and sealant material, if required, from the department's approved products list.

C Construction

C.1 General

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of preformed thermoplastic pavement marking.

Plane the grooved lines according to the plan details. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

C.2 Groove Depth

Cut the groove to a depth of 120 mils ± 10 mils deep from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

C.3 Groove Width – Linear Markings

Cut the groove 1-inch wider than the width of the thermoplastic.

C.4 Groove Position

Position the groove edge according to the plan details.

C.4.1 Linear Marking

Groove at a minimum of 4-inches, but not greater than, 12-inches from both ends of the line segment. Achieve straight alignment with the grooving equipment.

C.4.2 Special Marking

Groove at a minimum of 4-inches from the perimeter of the special marking. Groove separate areas for Word Items.

C.5 Groove Cleaning

C.5.1 Concrete

Cooling the cutting head with water may be necessary for some applications and equipment. If cooling water is necessary, flush the groove immediately with water after cutting to remove any build-up of cement dust and water slurry. If this is not done, the slurry may harden in the groove.

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the sealant, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft³/min air flow

and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

C.5.2 New Asphalt

Groove pavement 5 or more days after paving. Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

C.5.3 Existing Asphalt

Check for structural integrity in supporting grooving operations. If the structural integrity of the asphalt pavement is inadequate to support grooving operations, immediately notify the engineer.

C.5.2 Asphalt

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

C.6 Preformed Thermoplastic Application

Preheat the surface if necessary based on manufacturer's recommendation.

Apply preformed thermoplastic in the groove as per manufacturer's recommendations. If manufacturer's recommendations require a sealant, apply a sealant lower than 91g/l VOC during the following period of time due to Volatile Organic Compound Limitations:

May 1 to September 30, both dates inclusive – the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee.

Use any sealant in the remainder counties and for the remainder of the year

The sealant must be wet.

D Measurement

The department will measure Pavement Marking Grooved Contrast Preformed Thermoplastic (type) (size) by each unit, acceptably placed, or in length by the linear foot of tape placed according to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.19	Pavement Marking Contrast Grooved Preformed Thermoplastic Yield Line 36-Inch	EACH
SPV.0090.09	Pavement Marking Contrast Grooved Preformed Thermoplastic Crosswalk 18-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface, and furnishing and installing the material.

February2012Contrast PreformedThermoSpeciala.doc

50. Conduit Loop Detector Special, Item SPV.0090.01.

A Description

This special provision describes providing rigid nonmetallic conduit for traffic signal detectors according to standard spec 652.

B Materials

Furnish 1-inch schedule 80 PVC electrical conduit conforming to standard spec 652.2.3. Furnish fittings and attachments required to join and terminate conduits of the same material as the conduit except as the plans show and in the next paragraph, and designed specifically for the conduit furnished.

Use approved PVC terminal adaptor fittings to connect the PVC T-condulet to the PVC conduit. For condulet covers use dome-type covers with neoprene gasket.

C Construction

Perform work according to standard spec 652.3.

D Measurement

The department will measure Conduit Loop Detector Special by the linear foot, acceptably completed, measured around the loop and from the loop to the nearest pull box.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Conduit Loop Detector Special	LF

Payment for Conduit Loop Detector Special is full compensation for providing all materials, including conduit, compacted backfill, surface sealer if required, pull wire if required, condulets, and conduit fittings.

51. Tray Cable for Street Lighting 3 Conductor 12 AWG, Item SPV.0090.02; Tray Cable for Street Lighting 2 Conductor 8 AWG, Item SPV0090.03.

A Description

This section describes furnishing and installing electrical tray cable in electrical conduit for roadway lighting.

B Materials

Furnish conductors conforming to electrical wire, lighting specified in standard spec 655.2.6.

Furnish 2 conductor, stranded copper, 600 volt AC, 90 degree Celsius rated wet/dry, PVC jacketed tray cable, of the specified quantity and wire size of conductors. Conductor jacket colors to be black and red.

C Construction

Install tray cable in electrical conduit as the plans show.

Provide an 18 inch length of cable in each hand-hole for termination. For all wires entering each pull box, provide an extra loop, approximately 6 feet in length, to remain in each pull box. This loop of wire is in addition to the amount needed to reach from the entrance conduit raceway end to the opening in the exiting conduit raceway.

Install cable with conductors in continuous lengths without splices from the cabinet terminal to the transformer base. Do not splice in pull boxes.

The City of Appleton will perform all terminations in the electrical cabinet. Clearly mark and label all circuits according the assignment the plans show.

D Measurement

The department will measure Tray Cable for Street Lighting (type) 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.0090.02	Tray Cable for Street Lighting 3 Conductor 12 AWG	LF
SPV.0090.03	Tray Cable for Street Lighting 2 Conductor 8 AWG	LF

Payment for the Tray Cable bid items is full compensation for providing electrical cable with specified conductors; for making all connections; for providing all connectors, including wire nuts, fuses, fuse holders, splices, tape, insulating varnish or sealant; and for testing the circuits.

The department will pay for wiring from the underground feeder system to the luminaire under the Electrical Wire Lighting bid item appropriate for the wire size the plans show.

52. Loop Detector Wire Special, Item SPV.0090.04.

A Description

This special provision describes providing electrical wire and cable according to standard spec 655.

B Materials

Furnish materials according to standard spec 655.2, with the following exception:

Replace standard spec 655.2.8(1) with the following:

Furnish 12 AWG, XLP insulated, USE rated, single conductor, stranded copper for loop detector wire placed in PVC conduit.

Furnish 14 AWG, single conductor, stranded copper conforming to IMSA Specifications 51-5 for loop detector wire placed in pavement grooves.

C Construction

Perform work according to standard spec 655.3. Supplement standard spec 655.3 as follows:

Add the following to standard spec 655.3:

- (5) Verify all wiring routes shown in the plans and coordinate wiring schedule with the City Traffic Engineer or designee.

D Measurement

The department will measure Loop Detector Wire Special by the linear foot, acceptably completed, measured around the loop, including the number of turns and its lead to and from the splice with the lead in cable.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Loop Detector Wire Special	LF

Payment for Loop Detector Wire Special is full compensation for providing loop detector wire.

53. Fiber Optic Tracer Cable, Item SPV.0090.05.**A Description**

This special provision describes furnishing and installing fiber optic tracer cable in all conduit containing fiber optic cable.

B Materials

Provide the tracer cable with a black insulation cover, No. 10 AWG, XLP, USE rated, 600 VAC, single conductor, solid copper wire.

C Construction

Install the tracer cable in all conduit containing fiber optic cable, running continuously through all pull boxes. Install the tracer cable to each control cabinet, but do not enter the cabinet. The tracer cable may be spliced only in pull boxes. Make splices only between full rolls of wire. For the cable splice use a Western Union Splice soldered with resin core flux. All exposed surfaces of the solder shall be smooth. Solder splices using a soldering iron. Cover the splice with a WCSMW 30/100 heat shrink tube, minimum length 4-inches, and with a minimum one-inch coverage over the XLP insulation, underwater grade.

D Measurement

The department will measure Fiber Optic Tracer Cable in length by the linear foot of cable, measured along the centerline of the conduit, 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.0090.05	Fiber Optic Tracer Cable	LF

Payment is full compensation for furnishing and installing the tracer cable; splicing; properly disposing of surplus materials.

54. Fiber Optic Warning Tape, Item SPV.0090.06.

A Description

This special provision describes furnishing and installing fiber optic warning tape above all conduit containing fiber optic cable. Warning tape will not be placed above conduit installed by directional bore.

B Materials

Provide underground warning mesh that is constructed of polypropylene and is fluorescent orange in color. Provide 6-inch detectable marking tape that has the words "Buried Fiber Optic Cable" and is orange in color.

C Construction

Lay underground warning mesh above all underground conduits installed by open trench, 12-inches below grade. The width of the warning mesh shall be the same as the width of the trench. Lay directly above the underground warning mesh, a 6-inch detectable marking tape that has the words "Buried Fiber Optic Cable" and is orange in color.

D Measurement

The department will measure Fiber Optic Warning Tape in length by the linear foot of tape, measured along the centerline of the conduit, 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.0090.06	Fiber Optic Warning Tape	LF

Payment is full compensation for furnishing and installing the marking tape; and for properly disposing of surplus materials.

55. Single-Mode Fiber Optic Communications Cable, 24-Count, Item SPV.0090.07.

A Description

This special provision describes furnishing and installing 24-Count, Single-Mode Dielectric Fiber Optic Communications Cable as shown on the plans.

B Materials

The Dielectric Fiber Optic Cable shall meet the following requirements:

- Meets or exceeds the Fiber Optic Communications Cable performance characteristics and test methods as defined in the Department of Agriculture Rural Utilities Service (RUS) 7 CFR 1755.900 (PE-90).
- Meets or exceeds the requirements of ANSI/ICEA Standard for Fiber Optic Outside Plant Communications Cable, ANSI/ICEA S-87-640-2006.
- Color coding shall meet TIA/EIA-598B, "Color Coding of Fiber Optic Cables."
- Meet or exceed applicable National Electrical Safety Code specifications.

Fiber Construction

Optical fibers shall be placed inside a loose buffer tube. Each buffer tube shall contain 6/12 fibers dependent on the fiber size. The fibers shall not adhere to the inside of the buffer tube.

In buffer tubes containing multiple fibers, the colors shall be stable across the specified storage and operating temperature range and not subject to fading or smearing onto each other or into the gel filling material. Colors shall not cause fibers to stick together.

Buffer tube shall be kink resistant within the specified minimum bend radius.

Fillers may be included in the cable core to lend symmetry to the cable cross-section where needed.

The central anti-buckling member shall consist of a glass reinforced plastic rod. The purpose of the central member is to prevent buckling of the cable.

Each buffer tube shall be filled with a non-hygroscopic, non-nutritive to fungus, electrically non-conductive, homogeneous gel. The gel shall be free from dirt and foreign matter. The gel shall be readily removable with conventional nontoxic solvents. Buffer tubes shall be stranded around a central member using the reverse oscillation, or "S-Z", stranding process.

The cable core shall contain a water-blocking material. The water blocking material shall be non-nutritive to fungus, electrically non-conductive and homogeneous. It shall also be free from dirt and foreign matter and shall be readily removable with conventional (nontoxic) solvents.

Binders shall be applied with sufficient tension to secure the buffer tubes to the central member without crushing the buffer tubes. The binders shall be non-hygroscopic, non-wicking and dielectric with low shrinkage. The cable shall contain at least one ripcord under the sheath for easy sheath removal. Tensile strength shall be provided by a combination of high tensile strength dielectric yarns. The high tensile strength dielectric yarns shall be helically stranded evenly around the cable core.

The jacket or sheath shall be free of holes, splits, and blisters. The cable jacket shall contain no metal elements and shall be of a consistent thickness. Cable jackets shall be marked with:

Manufacturer's Name, Optical Cable-Year, Telephone Handset Symbol, City of Appleton Description (as required by Section 350G of the National Electrical Safety Code).

Where the Description conforms to the following depending on cable type:

- Single-Mode Cable: XXF SMF28E
- XX denotes the fiber count

The cable length shall also be marked every meter. The actual length of the cable shall be within-0/+1% of the length markings. Cable marking shall be in contrasting color to the cable jacket. The height of the marking shall be approximately 2.5mm.

The maximum pulling tension shall be 2700 N (608 lbf) during installation (short term) and 890 N (200 lbf) long term installed.

The shipping, storage, and operating temperature range of the cable shall be -40⁰ C to +70⁰ C. The installation temperature range of the cable shall be -30⁰ C to +70⁰ C.

C Construction

All cable shall be installed per Siecor Recommended Procedure 005-011 "Fiber Optic Cable Placing B Duct". These general procedures will be followed regardless of the manufacturer of the cable.

Testing

The contractor shall provide the date, time and location of any tests required by this specification at least 24 hours before performing the test.

Upon completion of the cable installation, splicing, and termination, the contractor shall test all fibers for continuity, events above 0.1dB, and total attenuation of the cable. The test procedure is as follows:

A Certified Fiber Optics Technician utilizing an Optical Time Domain Reflectometer (OTDR) and Optical Source/Power Meter must conduct the installation test. The Technician is directed to conduct the test using the Standard Operating Procedure as defined by the manufacturer of the test equipment.

The method of connectivity between the OTDR and the cable shall be a factory patch cord of a length equal to the “dead zone” of the OTDR. Optionally, the Technician can use a factory “fiber box” of 100 meters minimum with no splices within the box. The tests shall be conducted at 1310 and 1550 nm for all cable.

At the completion of the test, the contractor shall provide two copies of documentation of the test results to the department. The test documentation shall be bound and include the following:

- Cable and Fiber Identification
- Cable ID
- Cable Location – begin and end point
- Fiber ID, including tube and fiber color
- Operator Name
- Date and Time
- Setup Parameters
- Wavelength
- Pulse width (OTDR)
- Refractory index (OTDR)
- Range (OTDR)
- Scale (OTDR)
- Test Results

These results shall also be provided in standard readable electronic format (e.g. Excel or Adobe PDF). If this is not possible, the bidder must provide the City of Appleton the appropriate software to enable the city to read the results electronically.

i) OTDR Test

- Total Fiber Trace
- Splice Loss/Gain
- Events greater than 0.10 dB
- Measured Length (Cable Marking)
- Total Length (OTDR)

Traces shall also be provided on a diskette.

ii) Optical Source/Power Meter

- Total Attenuation
- Attenuation (dB/km)

These results shall be provided in tabular form.

The following shall be the criteria for acceptance of the cable:

The test results shall demonstrate that the dB/km loss does not exceed +3% of the factory test or 1% of the cable's published production loss. The error rate for the test equipment will be considered.

No event shall exceed 0.10 dB. If any event is detected above 0.10dB, the contractor must replace or repair that event point.

The total dB loss of the cable, less events, shall not exceed the manufacturer's production specifications as follows: 0.5 dB/km at both 1310 and 1550 nm.

If the total loss exceeds these specifications, the contractor shall replace or repair that cable run at the contractor's expense, both labor and materials. Elevated attenuation due to exceeding the pulling tension during installation will require the replacement of the cable run at the contractor's expense, both labor and materials.

D Measurement

The department will measure Single-Mode Fiber Optic Communications Cable, 24-Count by the linear foot of cable in place, 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.0090.07	Single-Mode Fiber Optic Communications Cable, 24-Count	LF

Payment is full compensation for furnishing and installing the fiber optic cable; and for properly disposing of surplus materials.

56. Marking Line Epoxy 6-Inch, Item SPV.0090.08.

A Description

This special provision describes providing pavement marking.

B Materials

Furnish pavement marking products conforming to standard spec 646.2.

C Construction

Conform to the requirements of standard spec 646.3.

D Measurement

The department will measure Marking Line Epoxy 6-Inch by the linear foot of line, 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.0090.08	Marking Line Epoxy 6-Inch	LF

Payment is full compensation for providing the marking. Payment includes remarking as required under standard spec 646.3.1.2(2).

57. Temporary Vehicle Detection S. Oneida Street & Calumet Street, Item SPV.0105.01.

A Description

This special provision describes furnishing, installing and maintaining vehicle detection systems in conjunction with temporary traffic signals as shown in the plans. The desired vehicle detection zones and their operational parameters are show in the plans.

B Materials

Provide all necessary equipment for the approved method of temporary vehicle detection. Select, with prior approval of the engineer, the vehicle detection technology best suited for the site conditions and the anticipated construction work zones and activities. The engineer reserves the right to request a demonstration of any or all temporary vehicle detection technologies prior to said approval. Vehicle detection technologies considered shall include; but are not limited to: microwave detection, radar detection, or video detection. Detection technology shall provide for true presence detection.

C Construction

Provide immediate response, 24-hour/7-days per week, to maintain any aspect of the temporary vehicle detection that is defective, completing repairs or adjustments the same day as notification.

Adjust, relocate, add, or remove temporary vehicle detection equipment for each traffic control stage or sub stage as shown in the plans, request by the engineer, or as modified by the contractor's operations to maintain the required traffic and complete the proposed work.

D Measurement

The department will measure Temporary Vehicle Detection (Intersection), as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Temporary Vehicle Detection S. Oneida Street & Calumet Street	LS

Payment is full compensation for demonstrating and selecting the vehicle detector technology, furnishing, installing and adjusting or moving the equipment, and for clean-up and waste disposal.

58. Install Fiber Optic Communications in Cabinet S. Oneida Street & E. Taft Avenue, Item SPV.0105.02; S. Oneida Street & Calumet Street, Item SPV.0105.03; S. Oneida Street & W. Seymour Street, Item SPV.0105.04; S. Oneida Street & E. Fremont Street, Item SPV.0105.05; S. Oneida Street & S. Olde Oneida Street, Item SPV.0105.06.

A Description

This special provision describes installing fiber optic communications equipment in traffic signal cabinets.

B Materials

Pre-terminated fiber optic patch panels and fiber optic patch cords are furnished and paid for as separate items on the project. The patch panels will have pre-terminated fiber optic cable pigtails. Provide all patch panel attachment hardware.

Provide a 10 AWG XLP insulated, stranded, solid copper, 600 volt AC locate wire through the conduit run from the communication vault to the traffic signal cabinet. Connect the locate wire by using a silicone filled wire nut at each pull box, vault or other access point. Alternatively, use a single wire through the access points, leaving a 6 foot coil in each pull box, vault or other access point for splicing. All material under this item shall meet the requirements of standard spec 655.

C Construction

Install the patch panel on the side of the traffic signal cabinet opposite the electrical service at a location as approved by the engineer.

Install the pre-terminated fiber optic cable in conduit from the patch panel to the communication vault as specified in standard spec 678.3.1. Fiber optic cable ends shall be covered securely to protect open ends during installation in raceways. Leave the remainder of the fiber optic cable coiled in the communication vault.

Install the fiber optic patch cord and provide a communications link from the communication vault to the controller.

Connect the locate wire by using a wire nut at each access point. Alternatively, use a single wire through the access points.

D Measurement

The department will measure Install Fiber Optic Communications in Cabinet (Location) as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Install Fiber Optic Communications in Cabinet S. Oneida Street & E. Taft Avenue	LS
SPV.0105.03	Install Fiber Optic Communications in Cabinet S. Oneida Street & Calumet Street	LS
SPV.0105.04	Install Fiber Optic Communications in Cabinet S. Oneida Street & W. Seymour Street	LS
SPV.0105.05	Install Fiber Optic Communications in Cabinet S. Oneida Street & E. Fremont Street	LS
SPV.0105.06	Install Fiber Optic Communications in Cabinet S. Oneida Street & S. Olde Oneida Street	LS

Payment is full compensation for transporting and installing pre-terminated patch panels, fiber optic cable pigtails, and fiber patch cords; and for furnishing and installing attachment hardware and locate wire.

59. Temporary EVP System S. Oneida Street & Calumet Street, Item SPV.0105.07.

A Description

This special provision describes furnishing and maintaining a temporary EVP system at the temporary signalized intersection as shown in the plans.

B Materials

Furnish a 4-channel emergency vehicle preemption card for the temporary traffic signal cabinet to allow the existing EVP equipment at S. Oneida Street and Calumet Street to operate with the temporary traffic signal and be compatible with the City of Appleton systems and users. Contact the City of Appleton at (920) 832-6478 for information regarding the equipment needs and operational requirements of the existing emergency vehicle preemption system.

Furnish additional EVP cable needed to reconnect the existing EVP equipment with the temporary traffic signal cabinet.

C Construction

The City of Appleton will install the contractor furnished equipment in addition to reinstalling the existing EVP equipment at S. Oneida Street and Calumet Street to provide EVP operation at the temporary traffic signal.

The Temporary EVP System, as shown in the temporary traffic signal plans or as directed by the engineer, shall be complete in place, tested, and in full operation after initial installation by the city. The contractor shall maintain operation of the EVP system during each stage and sub-stage of construction.

Determine a suitable location for the temporary EVP detectors for each subsequent stage and sub-stage of construction. Detectors may be mounted on the temporary traffic signal span wire or wood poles. Relocate the temporary EVP detectors to a suitable location if construction activities and/or construction staging changes impede the detector operation. Arrange for testing of equipment prior to acceptance of the installation for each construction stage.

Ensure that the temporary EVP system stays in clean working order. Periodic cleaning of the equipment may be required due to dirt and dust build-up.

D Measurement

The department will measure Temporary EVP System S. Oneida Street and Calumet Street, furnished, maintained, and completely operational, as a single complete lump sum unit of work per intersection, complete in place and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.07	Temporary EVP System S. Oneida Street & Calumet Street	LS

Payment is full compensation for furnishing all required equipment, materials, and supplies; for maintaining and changing the EVP detectors to match the plans, traffic control, and construction staging; for relocating the temporary EVP detectors due to construction activities, if required; for testing the EVP system for each stage and sub-stage of construction; for periodically cleaning all temporary EVP detectors; and for cleaning up and properly disposing of waste.

60. Concrete Pavement Joint Layout, Item SPV.0105.08.

A Description

This special provision describes providing a concrete pavement joint layout design for intersections and marking the location of all joints in the field.

B (Vacant)

C Construction

Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete pavement to prevent uncontrolled cracking. Submit a joint layout design to the engineer before paving each intersection. Mark the location of all concrete pavement joints in the field. Follow the plan details for joints in concrete pavements making adjustments as required to fit field conditions.

D Measurement

The department will measure Concrete Pavement Joint Layout as a single lump sum unit of work for all joint layout designs and marking, acceptably completed under the contract.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.08	Concrete Pavement Joint Layout	LS

Payment is full compensation for providing the intersection joint layout designs and marking all joints in the field.

The department will adjust pay for crack repairs as specified in standard spec 415.5.3.

61. Management of Petroleum-Contaminated Groundwater, Item SPV.0120.01.

A Description

The department and others completed testing for groundwater contamination within this project where excavation is required. Testing indicated that petroleum-contaminated groundwater is present or likely to be present at the following locations as shown on the plans:

1. Site 3 – Station 75+80 to 76+75, from approximately 12 feet LT of reference line to construction limits RT, and at a depth of approximately 6 feet below existing grades.
2. Site 5 – Station 87+00 to 88+25, from approximately 12 feet LT of reference line to construction limits RT, and at a depth of approximately 6 feet below existing grades.
3. Site 6 – Station 93+75 to 95+40, from approximately 20 feet LT of reference line to construction limits LT, and at a depth of approximately 6 feet below existing grades to the maximum depth of excavation.
4. Site 9 – Station 103+50 to 104+75, from approximately 10 feet LT of reference line to construction limits LT, and at a depth of approximately 6 feet below existing grades.
5. Site 10 – Station 108+10 to 108+75, from approximately 10 feet LT of reference line to construction limits LT, and at a depth of approximately 6 feet below existing grades.
6. Site 12 – Station 118+25 to 119+75, from approximately reference line to construction limits RT, and at a depth of approximately 6 feet below existing grades.
7. Site 13 – Station 120+25 to 121+00, from approximately reference line to construction limits RT, and at a depth of approximately 6 feet below existing grades.

Excavations may extend beyond the depths to groundwater near the sites above; however, due to the low permeability of subsurface materials, significant dewatering is not anticipated.

For further information regarding previous investigation and remediation activities at these locations, contact:

Brian Edwards, WisDOT Northeast Region
944 Vanderperren Way, Green Bay, WI 54304
Phone: (920) 492-5640
Fax: (920) 492-5640
Email: brian.edwards@dot.wi.gov

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

Control activities in the contaminated areas to minimize the amount of dewatering required. Allow contaminated water encountered, but not requiring removal as a standard course of construction, to remain in-place and do not manage according to this special provision.

Pump contaminated water into the City of Appleton sanitary sewer or into temporary holding tanks for on-site or offsite treatment and disposal as necessary to complete construction. Make every effort to minimize the amount of silt, sand, sediment, and other deleterious substances discharged during dewatering operations.

Obtain approval from the City of Appleton prior to discharge of contaminated water to the sanitary sewer. If accepted by the city, restrictions will likely be placed on contaminated water concentrations and/or pumping rates. Perform all necessary monitoring to document compliance with city discharge requirements. Furnish, install, operate, maintain, disassemble, and remove all equipment necessary to comply with city discharge requirements.

If contaminated water is not discharged to the sanitary sewer, then means and methods together with dewatering pumping rates will impact the characterization of discharged water and requirements for treatment and disposal. The WDNR's concurrence with plans to accomplish dewatering will be required and include limits on impacted water that can be discharged to the surface. Pump tests with sampling and laboratory analysis of water generated during dewatering operations in the contaminated areas will likely be required. If water is discharged to the surface, meet all applicable requirements of the Wisconsin Pollution Discharge Elimination System (WPDES) General Permit for Discharge of Petroleum Contaminated Groundwater from Remedial Action Operations. This includes, but is not limited to, pretreatment of water, if required, to meet WPDES discharge requirements. Perform all necessary monitoring to document compliance with WPDES

requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with WPDES requirements.

Ensure continuous dewatering and excavation safety at all times for all dewatering methods. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities. Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

D Measurement

The department will measure Management of Petroleum-Contaminated Groundwater by the thousand gallon units (MGAL) of contaminated water pumped, acceptably completed, as measured on a flow meter provided by the contractor. The meter shall be accurate to within 2 percent.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0120.01	Management of Petroleum-Contaminated Groundwater	MGAL

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

62. Water for Seeded Areas, Item SPV.0120.02.

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.0120.02	Water for Seeded Areas	MGAL

Payment is full compensation for furnishing, hauling, and applying the water.
(NER12-1010)

**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 8 (*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 4 (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 truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 84.062 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

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

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 84.062 of the Wisconsin Statutes.
- b. A copy of the U.S. Department of Labor (Davis-Bacon, Minimum Wage Rates).
- c. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. WAGE RATE REDISTRIBUTION

A contractor or subcontractor performing work subject to a Davis-Bacon wage determination may discharge its minimum wage obligations for the payment of both straight time wages and fringe benefits by (1) paying both in cash, (2) making payments or incurring costs for bona fide fringe benefits, or (3) by a combination thereof. Thus, under the Davis-Bacon a contractor may offset an amount of monetary wages paid in excess of the minimum wage required under the determination to satisfy its fringe benefit obligations. *See* 40 USC 3142(d) and 29 CFR 5.31.

V. ADDITIONAL CLASSIFICATIONS

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5(a)(1)(ii)). The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.

The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- b. The classification is utilized in the area by the construction industry; and
- c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

General Decision Number: WI170010 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 Socialist

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.

=====

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.

=====

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: 20171212016 Project(s): 4984-01-74

Federal ID(s): WISC 2018015

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	201.0105 Clearing	23.000 STA	_____.	_____.
0004	201.0120 Clearing	44.000 ID	_____.	_____.
0006	201.0205 Grubbing	24.000 STA	_____.	_____.
0008	201.0220 Grubbing	49.000 ID	_____.	_____.
0010	204.0100 Removing Pavement	35,495.000 SY	_____.	_____.
0012	204.0130 Removing Curb	380.000 LF	_____.	_____.
0014	204.0150 Removing Curb & Gutter	410.000 LF	_____.	_____.
0016	204.0155 Removing Concrete Sidewalk	8,920.000 SY	_____.	_____.
0018	204.0170 Removing Fence	150.000 LF	_____.	_____.
0020	204.0195 Removing Concrete Bases	42.000 EACH	_____.	_____.
0022	204.0220 Removing Inlets	85.000 EACH	_____.	_____.
0024	204.0245 Removing Storm Sewer (size) 01. 8-Inch	91.000 LF	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 02. 10-Inch	94.000 LF	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 03. 12-Inch	1,266.000 LF	_____.	_____.
0030	204.0280 Sealing Pipes	1.000 EACH	_____.	_____.
0032	204.0291.S Abandoning Sewer	29.000 CY	_____.	_____.



Proposal Schedule of Items

Page 2 of 15

Proposal ID: 20171212016 Project(s): 4984-01-74

Federal ID(s): WISC 2018015

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	205.0100 Excavation Common	24,558.000 CY	_____.	_____.
0036	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	115.000 TON	_____.	_____.
0038	209.2100 Backfill Granular Grade 2	1,101.000 CY	_____.	_____.
0040	213.0100 Finishing Roadway (project) 01. 4984-01-74	1.000 EACH	_____.	_____.
0042	305.0110 Base Aggregate Dense 3/4-Inch	65.000 TON	_____.	_____.
0044	305.0120 Base Aggregate Dense 1 1/4-Inch	32,085.000 TON	_____.	_____.
0046	305.0130 Base Aggregate Dense 3-Inch	20,370.000 TON	_____.	_____.
0048	415.0080 Concrete Pavement 8-Inch	12,960.000 SY	_____.	_____.
0050	415.0090 Concrete Pavement 9-Inch	43,795.000 SY	_____.	_____.
0052	415.0210 Concrete Pavement Gaps	30.000 EACH	_____.	_____.
0054	415.0410 Concrete Pavement Approach Slab	120.000 SY	_____.	_____.
0056	415.1090 Concrete Pavement HES 9-Inch	860.000 SY	_____.	_____.
0058	415.4100 Concrete Pavement Joint Filling	62,665.000 SY	_____.	_____.
0060	416.0170 Concrete Driveway 7-Inch	1,925.000 SY	_____.	_____.
0062	416.0270 Concrete Driveway HES 7-Inch	25.000 SY	_____.	_____.
0064	416.0610 Drilled Tie Bars	129.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 3 of 15

Proposal ID: 20171212016 Project(s): 4984-01-74

Federal ID(s): WISC 2018015

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0066	416.0620 Drilled Dowel Bars	350.000 EACH	_____.	_____.
0068	440.4410 Incentive IRI Ride	3,200.000 DOL	1.00000	3,200.00
0070	455.0605 Tack Coat	45.000 GAL	_____.	_____.
0072	465.0105 Asphaltic Surface	175.000 TON	_____.	_____.
0074	465.0120 Asphaltic Surface Driveways and Field Entrances	640.000 TON	_____.	_____.
0076	465.0125 Asphaltic Surface Temporary	390.000 TON	_____.	_____.
0078	465.0310 Asphaltic Curb	835.000 LF	_____.	_____.
0080	520.8000 Concrete Collars for Pipe	11.000 EACH	_____.	_____.
0082	601.0105 Concrete Curb Type A	30.000 LF	_____.	_____.
0084	601.0110 Concrete Curb Type D	310.000 LF	_____.	_____.
0086	601.0405 Concrete Curb & Gutter 18-Inch Type A	3,030.000 LF	_____.	_____.
0088	601.0409 Concrete Curb & Gutter 30-Inch Type A	1,450.000 LF	_____.	_____.
0090	601.0411 Concrete Curb & Gutter 30-Inch Type D	365.000 LF	_____.	_____.
0092	601.0452 Concrete Curb & Gutter Integral 30-Inch Type D	15,000.000 LF	_____.	_____.
0094	601.0600 Concrete Curb Pedestrian	1,575.000 LF	_____.	_____.
0096	602.0405 Concrete Sidewalk 4-Inch	84,090.000 SF	_____.	_____.



Proposal Schedule of Items

Page 4 of 15

Proposal ID: 20171212016 Project(s): 4984-01-74

Federal ID(s): WISC 2018015

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0098	602.0420 Concrete Sidewalk 7-Inch	11,590.000 SF	_____.	_____.
0100	602.0515 Curb Ramp Detectable Warning Field Natural Patina	1,156.000 SF	_____.	_____.
0102	602.1500 Concrete Steps	33.000 SF	_____.	_____.
0104	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	2,222.000 LF	_____.	_____.
0106	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	1,267.000 LF	_____.	_____.
0108	611.0420 Reconstructing Manholes	43.000 EACH	_____.	_____.
0110	611.0530 Manhole Covers Type J	2.000 EACH	_____.	_____.
0112	611.0610 Inlet Covers Type BW	2.000 EACH	_____.	_____.
0114	611.0612 Inlet Covers Type C	4.000 EACH	_____.	_____.
0116	611.0624 Inlet Covers Type H	45.000 EACH	_____.	_____.
0118	611.0639 Inlet Covers Type H-S	49.000 EACH	_____.	_____.
0120	611.0645 Inlet Covers Type MS-A	4.000 EACH	_____.	_____.
0122	611.0666 Inlet Covers Type Z	21.000 EACH	_____.	_____.
0124	611.2004 Manholes 4-FT Diameter	1.000 EACH	_____.	_____.
0126	611.3003 Inlets 3-FT Diameter	2.000 EACH	_____.	_____.
0128	611.3004 Inlets 4-FT Diameter	34.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 5 of 15

Proposal ID: 20171212016 Project(s): 4984-01-74

Federal ID(s): WISC 2018015

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0130	611.3230 Inlets 2x3-FT	82.000 EACH	_____.	_____.
0132	611.3901 Inlets Median 1 Grate	4.000 EACH	_____.	_____.
0134	611.8110 Adjusting Manhole Covers	23.000 EACH	_____.	_____.
0136	611.8115 Adjusting Inlet Covers	2.000 EACH	_____.	_____.
0138	611.8120.S Cover Plates Temporary	9.000 EACH	_____.	_____.
0140	616.0404 Fence Chain Link Salvaged 4-FT	30.000 LF	_____.	_____.
0142	618.0100 Maintenance And Repair of Haul Roads (project) 01. 4984-01-74	1.000 EACH	_____.	_____.
0144	619.1000 Mobilization	1.000 EACH	_____.	_____.
0146	620.0100 Concrete Corrugated Median	140.000 SF	_____.	_____.
0148	620.0300 Concrete Median Sloped Nose	255.000 SF	_____.	_____.
0150	621.0100 Landmark Reference Monuments	5.000 EACH	_____.	_____.
0152	624.0100 Water	620.000 MGAL	_____.	_____.
0154	625.0100 Topsoil	9,480.000 SY	_____.	_____.
0156	627.0200 Mulching	14,640.000 SY	_____.	_____.
0158	628.1104 Erosion Bales	100.000 EACH	_____.	_____.
0160	628.1504 Silt Fence	750.000 LF	_____.	_____.



Proposal Schedule of Items

Page 6 of 15

Proposal ID: 20171212016 Project(s): 4984-01-74

Federal ID(s): WISC 2018015

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0162	628.1520 Silt Fence Maintenance	375.000 LF	_____.	_____.
0164	628.1905 Mobilizations Erosion Control	12.000 EACH	_____.	_____.
0166	628.1910 Mobilizations Emergency Erosion Control	7.000 EACH	_____.	_____.
0168	628.2008 Erosion Mat Urban Class I Type B	1,280.000 SY	_____.	_____.
0170	628.7005 Inlet Protection Type A	70.000 EACH	_____.	_____.
0172	628.7010 Inlet Protection Type B	13.000 EACH	_____.	_____.
0174	628.7015 Inlet Protection Type C	73.000 EACH	_____.	_____.
0176	628.7020 Inlet Protection Type D	60.000 EACH	_____.	_____.
0178	628.7555 Culvert Pipe Checks	5.000 EACH	_____.	_____.
0180	628.7560 Tracking Pads	9.000 EACH	_____.	_____.
0182	628.7570 Rock Bags	100.000 EACH	_____.	_____.
0184	629.0210 Fertilizer Type B	9.000 CWT	_____.	_____.
0186	630.0140 Seeding Mixture No. 40	150.000 LB	_____.	_____.
0188	630.0200 Seeding Temporary	120.000 LB	_____.	_____.
0190	630.0300 Seeding Borrow Pit	62.000 LB	_____.	_____.
0192	638.2602 Removing Signs Type II	174.000 EACH	_____.	_____.
0194	638.3000 Removing Small Sign Supports	38.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 7 of 15

Proposal ID: 20171212016 Project(s): 4984-01-74

Federal ID(s): WISC 2018015

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0196	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
0198	643.0300 Traffic Control Drums	58,575.000 DAY	_____.	_____.
0200	643.0410 Traffic Control Barricades Type II	5,455.000 DAY	_____.	_____.
0202	643.0420 Traffic Control Barricades Type III	19,125.000 DAY	_____.	_____.
0204	643.0500 Traffic Control Flexible Tubular Marker Posts	635.000 EACH	_____.	_____.
0206	643.0600 Traffic Control Flexible Tubular Marker Bases	635.000 EACH	_____.	_____.
0208	643.0705 Traffic Control Warning Lights Type A	36,810.000 DAY	_____.	_____.
0210	643.0715 Traffic Control Warning Lights Type C	7,890.000 DAY	_____.	_____.
0212	643.0800 Traffic Control Arrow Boards	715.000 DAY	_____.	_____.
0214	643.0900 Traffic Control Signs	42,370.000 DAY	_____.	_____.
0216	643.1000 Traffic Control Signs Fixed Message	90.000 SF	_____.	_____.
0218	643.1050 Traffic Control Signs PCMS	80.000 DAY	_____.	_____.
0220	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0222	644.1410.S Temporary Pedestrian Surface Asphalt	2,650.000 SF	_____.	_____.
0224	644.1420.S Temporary Pedestrian Surface Plywood	1,010.000 SF	_____.	_____.
0226	644.1601.S Temporary Curb Ramp	9.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 8 of 15

Proposal ID: 20171212016 Project(s): 4984-01-74

Federal ID(s): WISC 2018015

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0228	644.1616.S Temporary Pedestrian Safety Fence	510.000 LF	_____.	_____.
0230	646.1020 Marking Line Epoxy 4-Inch	20,889.000 LF	_____.	_____.
0232	646.3020 Marking Line Epoxy 8-Inch	4,296.000 LF	_____.	_____.
0234	646.5020 Marking Arrow Epoxy	98.000 EACH	_____.	_____.
0236	646.5120 Marking Word Epoxy	17.000 EACH	_____.	_____.
0238	646.5220 Marking Symbol Epoxy	50.000 EACH	_____.	_____.
0240	646.6120 Marking Stop Line Epoxy 18-Inch	667.000 LF	_____.	_____.
0242	646.7120 Marking Diagonal Epoxy 12-Inch	504.000 LF	_____.	_____.
0244	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	2,952.000 LF	_____.	_____.
0246	646.8120 Marking Curb Epoxy	90.000 LF	_____.	_____.
0248	646.8220 Marking Island Nose Epoxy	9.000 EACH	_____.	_____.
0250	646.9000 Marking Removal Line 4-Inch	8,465.000 LF	_____.	_____.
0252	646.9100 Marking Removal Line 8-Inch	285.000 LF	_____.	_____.
0254	646.9200 Marking Removal Line Wide	115.000 LF	_____.	_____.
0256	646.9300 Marking Removal Special Marking	16.000 EACH	_____.	_____.
0258	649.0105 Temporary Marking Line Paint 4-Inch	19,230.000 LF	_____.	_____.



Proposal Schedule of Items

Page 9 of 15

Proposal ID: 20171212016 Project(s): 4984-01-74

Federal ID(s): WISC 2018015

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0260	649.0150 Temporary Marking Line Removable Tape 4-Inch	22,160.000 LF	_____.	_____.
0262	649.0205 Temporary Marking Line Paint 8-Inch	710.000 LF	_____.	_____.
0264	649.0250 Temporary Marking Line Removable Tape 8-Inch	520.000 LF	_____.	_____.
0266	649.0505 Temporary Marking Arrow Paint	12.000 EACH	_____.	_____.
0268	649.0550 Temporary Marking Arrow Removable Tape	2.000 EACH	_____.	_____.
0270	649.0605 Temporary Marking Word Paint	5.000 EACH	_____.	_____.
0272	649.0650 Temporary Marking Word Removable Tape	1.000 EACH	_____.	_____.
0274	649.0805 Temporary Marking Stop Line Paint 18-Inch	130.000 LF	_____.	_____.
0276	649.0850 Temporary Marking Stop Line Removable Tape 18-Inch	122.000 LF	_____.	_____.
0278	650.4000 Construction Staking Storm Sewer	122.000 EACH	_____.	_____.
0280	650.4500 Construction Staking Subgrade	10,160.000 LF	_____.	_____.
0282	650.5500 Construction Staking Curb Gutter and Curb & Gutter	1,558.000 LF	_____.	_____.
0284	650.7000 Construction Staking Concrete Pavement	10,160.000 LF	_____.	_____.
0286	650.8500 Construction Staking Electrical Installations (project) 01. 4984-01-74	LS	LUMP SUM	_____.



Proposal Schedule of Items

Page 10 of 15

Proposal ID: 20171212016 Project(s): 4984-01-74

Federal ID(s): WISC 2018015

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0288	650.9000 Construction Staking Curb Ramps	68.000 EACH	_____.	_____.
0290	650.9910 Construction Staking Supplemental Control (project) 01. 4984-01-74	LS	LUMP SUM	_____.
0292	650.9920 Construction Staking Slope Stakes	10,160.000 LF	_____.	_____.
0294	652.0310 Conduit Rigid Nonmetallic Schedule 80 1-Inch	40.000 LF	_____.	_____.
0296	652.0325 Conduit Rigid Nonmetallic Schedule 80 2-Inch	27,585.000 LF	_____.	_____.
0298	652.0335 Conduit Rigid Nonmetallic Schedule 80 3-Inch	365.000 LF	_____.	_____.
0300	653.0105 Pull Boxes Steel 12x24-Inch	10.000 EACH	_____.	_____.
0302	653.0164 Pull Boxes Non-Conductive 24x42-Inch	10.000 EACH	_____.	_____.
0304	653.0905 Removing Pull Boxes	1.000 EACH	_____.	_____.
0306	654.0102 Concrete Bases Type 2	18.000 EACH	_____.	_____.
0308	654.0105 Concrete Bases Type 5	22.000 EACH	_____.	_____.
0310	654.0107 Concrete Bases Type 7	13.000 EACH	_____.	_____.
0312	654.0110 Concrete Bases Type 10	6.000 EACH	_____.	_____.
0314	654.0113 Concrete Bases Type 13	10.000 EACH	_____.	_____.
0316	655.0610 Electrical Wire Lighting 12 AWG	963.000 LF	_____.	_____.
0318	655.0615 Electrical Wire Lighting 10 AWG	7,260.000 LF	_____.	_____.



Proposal Schedule of Items

Page 11 of 15

Proposal ID: 20171212016 Project(s): 4984-01-74

Federal ID(s): WISC 2018015

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0320	655.0700 Loop Detector Lead In Cable	1,277.000 LF	_____.	_____.
0322	657.1345 Install Poles Type 9	1.000 EACH	_____.	_____.
0324	657.1350 Install Poles Type 10	5.000 EACH	_____.	_____.
0326	657.1355 Install Poles Type 12	1.000 EACH	_____.	_____.
0328	657.1360 Install Poles Type 13	9.000 EACH	_____.	_____.
0330	657.1515 Install Monotube Arms 15-FT	1.000 EACH	_____.	_____.
0332	657.1520 Install Monotube Arms 20-FT	1.000 EACH	_____.	_____.
0334	657.1525 Install Monotube Arms 25-FT	1.000 EACH	_____.	_____.
0336	657.1530 Install Monotube Arms 30-FT	3.000 EACH	_____.	_____.
0338	657.1545 Install Monotube Arms 45-FT	4.000 EACH	_____.	_____.
0340	657.1550 Install Monotube Arms 50-FT	6.000 EACH	_____.	_____.
0342	661.0200 Temporary Traffic Signals for Intersections (location) 01. S. Oneida Street & Calumet Street	LS	LUMP SUM	_____.
0344	678.0200 Fiber Optic Splice Enclosure	6.000 EACH	_____.	_____.
0346	678.0300 Fiber Optic Splice	72.000 EACH	_____.	_____.
0348	690.0150 Sawing Asphalt	4,850.000 LF	_____.	_____.
0350	690.0250 Sawing Concrete	1,030.000 LF	_____.	_____.



Proposal Schedule of Items

Page 12 of 15

Proposal ID: 20171212016 Project(s): 4984-01-74

Federal ID(s): WISC 2018015

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0352	715.0415 Incentive Strength Concrete Pavement	17,079.000 DOL	1.00000	17,079.00
0354	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0356	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	3,040.000 HRS	5.00000	15,200.00
0358	SPV.0035 Special 01. Excavation Below Subgrade	9,700.000 CY	_____.	_____.
0360	SPV.0060 Special 01. Municipal Poles Type 5	22.000 EACH	_____.	_____.
0362	SPV.0060 Special 02. Municipal Poles Type 17	13.000 EACH	_____.	_____.
0364	SPV.0060 Special 03. Municipal Luminaire Arms Single Member 4 1/2-INCH Clamp 6-FT	30.000 EACH	_____.	_____.
0366	SPV.0060 Special 04. Municipal Luminaire Arms Single Member 6-INCH Clamp 8-FT	13.000 EACH	_____.	_____.
0368	SPV.0060 Special 05. Municipal Transformer Bases Breakaway 11 1/2-INCH Bolt Circle	22.000 EACH	_____.	_____.
0370	SPV.0060 Special 06. Municipal Transformer Bases Breakaway 15-17 INCH Bolt Circle	13.000 EACH	_____.	_____.
0372	SPV.0060 Special 07. Municipal LED Luminaires Type 1	20.000 EACH	_____.	_____.
0374	SPV.0060 Special 08. Municipal LED Luminaires Type 2	11.000 EACH	_____.	_____.
0376	SPV.0060 Special 09. Municipal LED Luminaires Type 3	12.000 EACH	_____.	_____.
0378	SPV.0060 Special 10. Modifying Pole Wiring	5.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 13 of 15

Proposal ID: 20171212016 Project(s): 4984-01-74

Federal ID(s): WISC 2018015

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0380	SPV.0060 Special 11. Concrete Bases City Type 1 (12 3/4-INCH Bolt Circle)	18.000 EACH	_____.	_____.
0382	SPV.0060 Special 12. Bases, Cabinet Basement	5.000 EACH	_____.	_____.
0384	SPV.0060 Special 13. Communication Vault Type 1 SPECIAL	9.000 EACH	_____.	_____.
0386	SPV.0060 Special 14. Patch Panel with Fiber Optic Cable Pigtail 12-Count, 100-FT	5.000 EACH	_____.	_____.
0388	SPV.0060 Special 15. Patch Panel with Fiber Optic Cable Pigtail 12-Count, 200-FT	2.000 EACH	_____.	_____.
0390	SPV.0060 Special 16. Fiber Patch Cord	13.000 EACH	_____.	_____.
0392	SPV.0060 Special 17. Moving Inlets	7.000 EACH	_____.	_____.
0394	SPV.0060 Special 18. Adjusting Sanitary Manholes	32.000 EACH	_____.	_____.
0396	SPV.0060 Special 19. Pavement Marking Grooved Contrast Preformed Thermoplastic Yield Line 36-INCH	18.000 EACH	_____.	_____.
0398	SPV.0090 Special 01. Conduit Loop Detector SPECIAL	445.000 LF	_____.	_____.
0400	SPV.0090 Special 02. Tray Cable for Street Lighting 3 Conductor 12 AWG	1,876.000 LF	_____.	_____.
0402	SPV.0090 Special 03. Tray Cable for Street Lighting 2 Conductor 8 AWG	7,260.000 LF	_____.	_____.
0404	SPV.0090 Special 04. Loop Detector Wire SPECIAL	1,470.000 LF	_____.	_____.
0406	SPV.0090 Special 05. Fiber Optic Tracer Cable	5,914.000 LF	_____.	_____.



Proposal Schedule of Items

Page 14 of 15

Proposal ID: 20171212016 Project(s): 4984-01-74

Federal ID(s): WISC 2018015

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0408	SPV.0090 Special 06. Fiber Optic Warning Tape	5,860.000 LF	_____.	_____.
0410	SPV.0090 Special 07. Single-Mode Fiber Optic Communications Cable, 24-Count	5,860.000 LF	_____.	_____.
0412	SPV.0090 Special 08. Marking Line Epoxy 6-INCH	14,291.000 LF	_____.	_____.
0414	SPV.0090 Special 09. Pavement Marking Grooved Contrast Preformed Thermoplastic Crosswalk 18-INCH	248.000 LF	_____.	_____.
0416	SPV.0105 Special 01. Temporary Vehicle Detection System, S. Oneida Street & Calumet Street	LS	LUMP SUM	_____.
0418	SPV.0105 Special 02. Install Fiber Optic Communications In Cabinet, S. Oneida Street & E. Taft AV	LS	LUMP SUM	_____.
0420	SPV.0105 Special 03. Install Fiber Optic Communications In Cabinet, S. Oneida Street & Calumet ST	LS	LUMP SUM	_____.
0422	SPV.0105 Special 04. Install Fiber Optic Communications In Cabinet, S. Oneida Street & W. Seymour	LS	LUMP SUM	_____.
0424	SPV.0105 Special 05. Install Fiber Optic Communications In Cabinet, S. Oneida Street & E. Fremont	LS	LUMP SUM	_____.
0426	SPV.0105 Special 06. Install Fiber Optic Communications In Cabinet, S. Oneida St. & S. Olde Oneida St	LS	LUMP SUM	_____.
0428	SPV.0105 Special 07. Temporary EVP System, S. Oneida Street & Calumet Street	LS	LUMP SUM	_____.
0430	SPV.0105 Special 08. Concrete Pavement Joint Layout	LS	LUMP SUM	_____.



Proposal Schedule of Items

Page 15 of 15

Proposal ID: 20171212016 Project(s): 4984-01-74

Federal ID(s): WISC 2018015

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0432	SPV.0120	0.100		
	Special 01. Management Of Petroleum-Contaminated Groundwater	MGAL	_____.	_____.
0434	SPV.0120	214.000		
	Special 02. Water for Seeded Areas	MGAL	_____.	_____.
	Section: 0001		Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE