

HIGHWAY WORK PROPOSAL

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

Proposal Number:

2 Ø

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Marinette	9995-00-64	WISC 2018 019	C Marinette, Riverside Ave Hattie St - VanCleve Ave	Local Street

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

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: December 12, 2017 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time September 30, 2018	<div style="text-align: center;"> <h1>SAMPLE</h1> <h2>NOT FOR BIDDING PURPOSES</h2> </div>
Assigned Disadvantaged Business Enterprise Goal 6 %	
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 Pavement removal, grading, excavation, base courses, concrete pavement, asphaltic surface, concrete curb and gutter, concrete sidewalk, marking and signing, storm sewer, sanitary sewer, watermain, 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

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 9995-00-64, C Marinette, Riverside Ave, Hattie St - VanCleve Ave, Local Street, located in Marinette 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 pavement removal, grading, excavation, base courses, concrete pavement, asphaltic surface, concrete curb and gutter, concrete sidewalk, marking and signing, storm sewer, sanitary sewer, watermain, street lighting 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.

Kimberly-Clark Mill Shutdown

The Kimberly-Clark Mill performs a maintenance shutdown once a month. During this 24-hour maintenance shutdown period, water service to the mill may be disrupted. If construction activities require disruption to the mill's water service, coordinate this work with the mill to occur during a maintenance shutdown. Other than during a maintenance

shutdown period, the mill's water service must be maintained at all times. The contact person for the Kimberly-Clark Mill is:

Ken La Plant
Facilities Process Specialist
Office: (715) 735-4481
Cell: (715) 923-1411
Email: Ken.LaPlant@kcc.com

Fish Spawning

There shall be no instream disturbance of the Menominee River as a result of construction activity under or for this contract, prior to June 1, in order to avoid adverse impacts upon the spawning of Lake Sturgeon and other fish species.

Any change to this limitation will require submitting a written request by the contractor to the engineer, subsequent review and concurrence by the Department of Natural Resources in the request, and final approval by the engineer. The approval will include all conditions to the request as mutually agreed upon by WisDOT and DNR.

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. Referenced Construction Specifications.

Construct the work enumerated below conforming to the current Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, December 22, 2003 with Addendum No. 1, December 22, 2004. 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:

- Trench Excavation
- Trench Backfill
- Sanitary sewer items
- Watermain items

stp-105-002 (20130615)

5. Traffic.

Keep Riverside Avenue open to local traffic and emergency vehicles, but closed to through traffic. Once the existing pavement has been removed, maintain a minimum 12-foot wide, rideable surface consisting of a compacted gravel surface along Riverside Avenue and all side roads prior to paving operations. Switch local traffic and emergency vehicles onto the newly constructed pavement once the concrete has met the requirements for opening to service. If sections of the roadway need to be closed to all traffic to facilitate utility construction, grading operations, or paving operations, notify the engineer a minimum of 48 hours in advance of roadway closure.

Keep side roads open to local traffic and emergency vehicles, but closed to through traffic. During active construction at cross road locations, full closure of the intersection will be allowed to facilitate grading operations, side road paving operations, and utility construction; however, no two consecutive intersections may be closed concurrently. During Riverside Avenue paving operations, full closure of all side roads will be allowed until the concrete has met the requirements for opening to service. Notify the engineer a minimum of 48 hours in advance of any roadway closure.

Setup, sign, and maintain a detour for Riverside Avenue along Hattie Street, Marinette Avenue (USH 41), and Hall Avenue as shown in the plan. The detour shall begin at the intersection of Riverside Avenue and Hattie Street, run southward along Hattie Street, then westward along Marinette Avenue, then westward along Hall Avenue to the intersection with Van Cleve Avenue.

When Riverside Avenue is open to local traffic, private entrances shall be maintained at all times, except for short durations during paving operations and driveway construction. Contact the property owner 48 hours prior to disruption of access.

Maintain access to the Kimberly-Clark Paper Mill driveway located at Station 4+25 Left throughout construction, except the following closures will be allowed when construction operations occur within the vicinity of the driveway:

- A two consecutive calendar day closure will be allowed to accommodate any required sanitary sewer construction that would affect driveway access.
- A two consecutive calendar day closure will be allowed to accommodate any required watermain construction that would affect driveway access.
- A two consecutive calendar day closure will be allowed to accommodate any required storm sewer construction that would affect driveway access.
- A seven consecutive calendar day closure will be allowed to accommodate paving operations.
- A seven consecutive calendar day closure will be allowed to accommodate construction and paving of the driveway.

Contact Mike Warrichaiet of Kimberly-Clark at (715) 735-4441 48 hours prior to any driveway closure.

Setup, sign, and maintain a pedestrian and bicycle detour for Riverside Avenue along Hattie Street, White Street, Houston Street, Parkridge Avenue, and Van Cleve Avenue as shown in the plan. The detour shall begin at the intersection of Hattie Street and Riverside Avenue, run southward along Hattie Street, then westward along White Street, then southward along Houston Street, then westward along Parkridge Avenue to the intersection with Van Cleve Avenue.

6. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 41 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

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

7. Utilities.

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

American Transmission Company – electric has overhead facilities within the project limits. ATC maintains a 69 kV overhead transmission line running diagonally across Riverside Avenue between Station 0+25 where the overhead line enters the right-of-way to 2+35 where it exits the right-of-way north of Riverside Ave. Contractor should use caution while operating under the overhead transmission line.

No conflicts are anticipated.

Centurylink – communications has facilities within the project limits.

Centurylink has a communication line along Riverside Avenue from Station 0+68.45 to Station 1+90 approximately 25 feet from centerline. Centurylink also has communication lines that cross Riverside Avenue at Stations 1+ 90, 6+45, and 39+95.

The CenturyLink communication line from Station 0+68.45 to Station 3+90 will be relocated. CenturyLink plans on crossing Riverside Avenue at approximately Station 0+50. The new communication line will be near the right-of-way line from Station 0+68 to Station 3+90 at approximately 36 inches deep. The utility will be within the sidewalk excavation but will not be in conflict with the proposed storm/watermain/sanitary sewer excavation. Contractor should use caution while working around the facility.

CenturyLink communication line from Station 0+68 to Station 3+90 and communication lines crossing Riverside Avenue located at Stations 3+90 and 6+45 are discontinued.

The CenturyLink communication line located at Station 39+95 will remain in place. The communication line is 42 inches deep. The contractor must work around the communication line and maintain service while constructing the sanitary and watermain trenches. Contractor should use caution while working around the facility.

The field contact for this project is: Pete Johnson, 2425 Mary Street, Marinette, WI 54143; telephone (715) 735-0059; email peter.s.johnson@centurylink.com.

Charter Communication – communications has a fiber optic underground facilities within the project limits. Charter Communications maintains a communication line along Riverside Avenue approximately 30 feet north of the centerline from Station 0+68.45 to Station 4+75. The communication line is approximately 36 to 40 inches deep. The utility will be within the sidewalk excavation limits but will not be in conflict with the proposed storm/watermain/sanitary sewer and care should be taken to protect the utility during construction.

Charter Communication has a communication line that crosses Riverside Avenue at Station 4+70. The existing line will remain in place at approximately 36 to 40 inches deep. The utility will be within the excavation limits of storm/sanitary/watermain trenches. Care should be taken to protect the utility during construction.

The field contact for this project is: Vince Albin, 3520 Destination Drive, Appleton, WI 65915; telephone (920) 831-9249, email vince.albin@charter.com.

City of Marinette – sanitary sewer has underground sanitary sewer facilities within the project limits.

Project 9995-00-64 will consist of replacing the sanitary sewer facility concurrently with reconstruction of Riverside Avenue as a non-participating items by the contractor under the contract.

The field contact for this project is: Warren Howard, City of Marinette Water and Sewer Department, 501 Water St, Marinette, WI 54143; telephone (715) 732-5180, email whoward@marinette.wi.us.

City of Marinette – water has underground water facilities within the project limits.

Under project 9995-00-64, all existing hydrants and water valves will be removed along Riverside Ave. The existing water main and hydrant leads will be abandoned in place. Construction of new water main and structures including hydrants and valves is included under the contract as non-participating by the contractor.

The field contact for this project is: Warren Howard, City of Marinette Water and Sewer Department, 501 Water St, Marinette, WI 54143; telephone (715) 732-5180, email whoward@marinette.wi.us.

Wisconsin Public Service – electric has overhead and underground facilities within the project limits.

WPS maintains overhead electric lines that run along the north side of Riverside Ave from Station 2+45 to Station 36+65. WPS will be installing anchors at Station 16+23, 38 feet right and Station 32+02, 48 feet right. WPS requests a 7 day notice prior to the roadway being closed. During the roadway closure, WPS will complete lighting removal and anchor installations in 3 working days. The proposed utility anchors will be near the sidewalk excavation but no conflicts are anticipated.

The field contact for this project is: Jon Jonanis, 2850 S Ashland Avenue, Green Bay, WI 54307; telephone (920) 617-5064; email JWJoanis@wisconsinpublicservice.com.

Wisconsin Public Service – gas has underground facilities within the project limits.

WPS maintains a 6-inch gas main within the existing right-of-way that is along the north side of Riverside Avenue from Station 0+50 to Station 16+14 and ranges from 7 feet to 33 feet off centerline. This existing gas main will be discontinued.

WPS will construct a new 6-inch gas line along the south side of Riverside Avenue from Station 0+50 to Station 16+10 and from Station 32+15 to Station 40+13. The gas line will be 1-foot north of the existing right-of-way line. The utility will be near the sidewalk excavation. Use caution to avoid any over-excavation while excavating around the new gas line. Work will be completed by August 1, 2017. No conflicts are anticipated.

WPS will construct a 6-inch service line across Riverside Avenue located at Station 3+85 at a depth between 30 inches and 54 inches. The utility will be within the proposed storm water/watermain/sanitary trench excavations. Care should be taken while working around the existing gas facility and maintain service.

The field contact for this project is: Chris Strebel, 2850 S. Ashland Avenue, Green Bay, WI 54304; telephone (920) 617-5127; email CJStrebel@wisconsinpublicservice.com.

8. Work by Others.

The City of Marinette will be performing the construction staking for sanitary sewer and watermain installations. Contact Mr. Matt Rastall of the City of Marinette at (715) 732-5132 a minimum of 48 hours prior to any required staking.

The City of Marinette will hire a testing firm to perform periodic compaction testing of sanitary sewer and watermain backfill and bedding.

9. Airport Restrictions.

This project is located within 1 mile of the Menominee-Marinette Twin County Airport. If temporary cranes and overhead equipment will be used during construction, FAA Form 7460-1 must be filed at least 45 days prior to the start of construction. The form can be found at the following location:

http://www.faa.gov/documentLibrary/media/Form/FAA_Form_7460-1_AJV-1-050117.pdf

or by contacting Justin Hetland, Airspace Safety Program Manager, Wisconsin Department of Transportation, Bureau of Aeronautics, Room 701, P.O. Box 7914, Madison, WI 53707, phone (608) 267- 5018. Also notify the Airport Manager at the Menominee-Marinette Twin County Airport, Jeff LaFleur, phone (906) 863-8408, of the height and location of any cranes that are to be used on the project.

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Dave Schmidt at (920) 492-5715, email dave.schmidt@dot.wi.gov.
stp-107-054 (20080901)

11. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

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

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

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

12. Construction Over or Adjacent to Navigable Waters.

Add the following to standard spec 107.19:

The Menominee River is classified as a navigable waterway.
stp-107-060 (20150630)

13. Public Convenience and Safety.

Supplement standard spec 107.8(4) with the following:

In addition to notifying the City of Marinette's Fire Department and Police Department and the Marinette County Sheriff's Department, notify the following at least 24 hours in advance of closing a road, street or highway:

The School District of Marinette:	(715) 735-1400
Westlund Bus Lines (school bussing):	(715) 732-0238
Marinette County Dispatch (notifies the Marinette Rescue Squad):	(715) 732-7600 Ext. 0
Bay Area Medical Center:	(715) 735-4200
Kimberly-Clark Paper Mill (Mike Warrichaiet)	(715) 735-4441
Marinette Post Office	(715) 735-7342

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 8:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer. If concrete pavement joints are to be sawed during the 8:00 PM to 7:00 AM timeframe, contact the city and all residents along Riverside Avenue a minimum of 48 hours prior to the beginning of sawing operations.

14. Archaeology.

A site has been identified as having potential for archaeological impact. If construction near site 47MT250 (Burial Site BMT-0100: Ben Hall Cemetery) between Station 34+90 and Station 40+00 includes ground disturbance activities consisting of pavement removal, grading, curb and gutter installation, sidewalk installation, or utility installation, a department supplied qualified archaeologist must monitor construction related ground disturbing activities. Notify the BEES Archaeology Program Manager at (608) 266-8216 a minimum of two weeks prior to any excavation activities and two weeks prior to the preconstruction meeting to schedule the archaeologist. In addition, the contractor shall make sure the site area is not used for borrow or waste disposal, and the site area not currently capped by asphalt or concrete should not be used for the staging of personnel, equipment, or supplies.

(NER11-0127)

15. Dewatering.

The contractor shall provide all necessary machinery, appliances and equipment to keep excavation free from water during construction, and shall dewater and dispose of the water to minimize discharge of turbid water to surface water and not to cause injury to public or private property, or to cause a nuisance or a menace to the public. Sediment basins or filter bags shall be used for all dewatering. Before dewatering is started, the contractor shall obtain acceptance from the engineer for the method, installation and details of the proposed

dewatering system. Dewatering shall be according to Wisconsin DNR Technical Standards. Contractor shall be responsible for obtaining any permit required for dewatering over 70 gpm.

The contractor shall at all times have on hand sufficient pumping equipment and machinery in good working condition for all ordinary emergencies, including power outage, and shall have available at all times competent workmen for the operation of the pumping equipment. The dewatering systems shall not be shut down between shifts, weekends, holidays or during work stoppages without written permission from the engineer. The control of ground water shall prevent softening of the bottom of excavations or formation of “quick” conditions or “boils”. Dewatering systems shall be designed and operated to prevent the removal of the natural soils.

During excavation, construction of pipelines and appurtenances, and backfilling, excavations shall be kept free of water. The static water level shall be drawn down a minimum of 1 foot below the bottom of the excavation to maintain the undisturbed state of the natural soils and allow the placement of any fill or backfill to the required density. The dewatering system shall be installed and operated so the groundwater level outside the excavation is not reduced to the extent that would damage or endanger adjacent structures or property. The release of groundwater to its static level shall be performed in a manner to maintain the undisturbed state of the natural foundation soils, prevent disturbance of compacted fill or backfill, and prevent the flotation or movement of all pipelines and appurtenances.

The contractor shall at all times convey water from the dewatering system through a piped system until the water reaches the receiving point (storm sewer or surface water). Ground water shall not be discharged onto a road surface or curb and gutter.

The cost for dewatering shall be incidental in the cost of this project.

16. Weekend Work Notification for City Utility Construction.

Request for Saturday and/or Sunday work that involves city utilities must be submitted by 9:00 AM on the Thursday prior to the Saturday to the engineer.

17. Water Valve Operation and Notification.

Existing water valves shall only be operated by City of Marinette Water Utility personnel. Contact Adam McCauley at (715) 938-2198 a minimum of 48 hours prior to when valve operation is required. Notify all parties affected by any water service interruption at least 24 hours prior to the interruption. Contractor notification shall consist of city provided door hangers delivered by contractor.

18. Water and Sewer Service Interruptions.

The contractor must sequence and coordinate work to maintain water service to private property owners. If for any reason water service is disrupted for more than four hours, provide an ample potable water supply to every property. Cost of water supply shall be incidental to construction.

19. Sanitary Lateral Verification.

Locate each existing sanitary lateral after the lateral has been exposed at the main. Lateral location shall extend from the main location to the city right-of-way. The city will not locate sanitary laterals between the main and the property line. The contractor shall be responsible to locate each existing sanitary lateral if this information is needed.

20. Sand Bucket.

Contractors will be required to use a non-toothed, smooth edge, backhoe bucket ("Sand Bucket") when digging within 2 feet of the proposed pipe invert of the sanitary sewer. This requirement does not apply to the installation of sanitary laterals or in areas where the sub grade consists of hard clay or rock.

21. 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)

22. Removing Concrete Barrier Temporary Precast Left In Place, Item 204.9090.S.01.

A Description

This special provision describes removing concrete barrier temporary precast that has been left in place from a prior project according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B Materials

Concrete barrier temporary precast that has been left in place by others becomes the property of the contractor upon notice to proceed.

C (Vacant)

D Measurement

The department will measure Removing Concrete Barrier Temporary Precast Left In Place by the linear foot, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.01	Removing Concrete Barrier Temporary Precast Left In Place	LF

Payment is full compensation for breaking down and removing the temporary concrete barrier from the worksite.

23. Removing Modular Block Retaining Wall, Item 204.9090.S.02.

A Description

This special provision describes removing modular block retaining wall according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C Construction

Remove modular block retaining wall to a full upper modular block nearest the removal limits as indicated in the plans. Saw cap and lower modular block to create a flush edge at the end of the remaining retaining wall.

Salvage and stockpile all removed modular blocks and caps for pickup by the property owner. Notify the property owner a minimum of 24 hours prior to needing the stockpiled material removed.

D Measurement

The department will measure Removing Modular Block Retaining Wall by the linear foot, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.02	Removing Modular Block Retaining Wall	LF

Payment is full compensation for removing and stockpiling of the modular blocks and caps; for sawing modular block and cap.

24. Light at Station 5+75, Item 204.9105.S.01.

A Description

This special provision describes removing a flashing light traffic signal and wood post according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C Construction

Prior to removal, contact Wisconsin Public Service to verify the traffic signal has been de-energized or to arrange for the de-energizing of the traffic signal.

D Measurement

The department will measure Removing Traffic Signal, Flashing Light at Station 5+75 as a single lump sum unit of work, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.01	Removing Traffic Signal, Flashing Light at Station 5+75	LS

Payment is full compensation for breaking down, removing, and disposing of the traffic signal, associated electrical components, and wood post.

25. 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-rsrcs/rdwy/default.aspx>

A.2 Small Quantities

- (1) The department defines a small quantity, for each individual Base Aggregate bid item, as a contract quantity of 9000 tons or less of material as shown in the schedule of items under that bid item.
- (2) The requirements under this special provision apply equally to a small quantity for an individual bid item except as follows:

A.2.1 Quality Control Plan

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

A.2.2 Contractor Testing

1.

Contract Quantity	Minimum Required Testing per source
≤ 6000 tons	One stockpile test prior to placement, and two production or one loadout test. ^{[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

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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)

26. Concrete Pavement Joint Layout, Item 415.5110.S.

A Description

This special provision describes providing a concrete pavement or concrete base 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 to prevent uncontrolled cracking. Submit a joint layout design to the engineer at least 7 calendar days before paving each intersection. Do not lay out joints until the engineer has reviewed the joint layout design. Mark the location of all concrete joints in the field. Follow the plan details for joints in concrete making adjustments as required to fit field conditions.

D Measurement

The department will measure Concrete Pavement Joint Layout as a single lump sum unit for all joint layout designs and marking, 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
415.5110.S	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.
stp-415-020 (20170615)

27. 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)

28. Concrete Sidewalk.

At the time the concrete sidewalk is installed, the city will provide the contractor with stamps having “W” and “S” on them. Accurately locate, use just the provided stamps, and place in the wet concrete sidewalk a “W” in-line with each water curb box and an “S” in line with each sanitary sewer lateral. The imprint shall be located 3 inches from the street side edge of the new sidewalk. The contractor must return the stamps in good condition to the city when this work is complete. Stamping of sidewalk shall be incidental to the project.

29. Riprap.

Replace standard spec 606.2.1(3) with the following:

Waste concrete will not be allowed as a substitute for stone.

30. 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 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)

31. Trench Excavation, Item SPV.0035.01.

A Description

This special provision describes removing unsuitable existing soils from utility trenches as directed by the engineer in the field. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin.

B Materials

Materials removed from trenches shall be the responsibility of the contractor and shall be properly disposed. Trench excavation shall not be used on this project as fill material unless deemed suitable by the engineer.

C Construction

Remove and dispose of unsuitable material from the utility trenches. Excavations shall extend to the desired depth to accommodate bedding material and pipe elevations.

D Measurement

The department will measure Trench Excavation by the cubic yard in the vehicle, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.01	Trench Excavation	CY

Payment is full compensation for performing trench excavation.

32. Trench Backfill, Item SPV.0035.02.**A Description**

This special provision describes hauling in and backfilling utility trenches with granular backfill material. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin.

B Materials

Backfill trenches with Grade 1 granular backfill according to standard spec 209.

C Construction

Place granular backfill and mechanically compact in lifts not exceeding 12" in compacted thickness to a minimum of 95% of the maximum dry density as determined by the Modified Proctor Test, ASTM D1557 for each individual lift.

D Measurement

The department will measure Trench Backfill by the cubic yard in the vehicle, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.02	Trench Backfill	CY

Payment is full compensation for furnishing, placing, and compacting granular backfill; for providing water for compaction; for stripping, clearing, grubbing, excavating, shaping, trimming, and cleaning up the pits; for salvaging, stockpiling, rehandling, and spreading salvaged material over excavated pit areas; for erosion control, fertilizing, and seeding of pits; for disposing of surplus materials.

33. Rock Mulch, Item SPV.0035.03.

A Description

This special provision describes furnishing and placing rock mulch.

B Materials

Furnish 1 ½-inch washed landscaping stone uniform in size. All fines shall be screened from the aggregate within a ¼-inch tolerance. Rock mulch shall be composed of round rocks that may be varied in color. The material shall be free of organic and inorganic debris and trash.

Submit gradation results to the engineer prior to incorporating the material into the work. Gradation results shall be taken within the prior three months from the contract date.

C Construction

Place rock mulch behind the curb where shown on the plans and details. The rock shall be placed 6 inches thick.

D Measurement

The department will measure Rock Mulch by the cubic yard 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.0035.03	Rock Mulch	CY

Payment is full compensation for testing, furnishing, and placing rock mulch.

34. 8”x 6” Sanitary Wye, Item SPV.0060.01; 15”x 6” Sanitary Wye, Item SPV.0060.02.

A Description

This special provision describes furnishing and installing sanitary wye, of the size shown, including all excavating, backfilling, compacting, and testing, in the locations shown on the plans or as directed by the engineer in the field. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin.

B Materials

Furnish sanitary wye as PVC, with rubber gasket joints according to ASTM 3034 SDR 35. The lateral branch shall be designed for connection to a schedule 40 PVC lateral pipe of the size specified in the plans.

Laying conditions shall be class “B” bedding (See Detail Drawing File No. 4 of the Standard Specifications for Sewer and Water Construction). The cost of all stone bedding material necessary to place sanitary wye shall be included in the unit price bid, and no extra payment will be made for stone bedding material.

Backfill will consist of suitable soils excavated during installation of the sewer. If suitable soils are not available, furnish granular backfill as specified under the Trench Backfill bid item. The costs associated with the furnishing, placing, and compacting of the granular backfill shall be paid under the Trench Backfill bid item.

C Construction

All backfill shall be mechanically compacted in lifts not exceeding 12" in compacted thickness to a minimum of 95% of the maximum dry density as determined by the Modified Proctor Test, ASTM D1557.

D Measurement

The department will measure (Size) Sanitary Wye by each 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	8"x 6" Sanitary Wye	EACH
SPV.0060.02	15"x 6" Sanitary Wye	EACH

Payment is full compensation for de-watering (if necessary); excavating; furnishing, placing, and compacting bedding material; furnishing and installing sanitary wyes.

35. 6" Gate Valve & Box, Item SPV.0060.04; 8" Gate Valve & Box, Item SPV.0060.05; 10" Gate Valve & Box, Item SPV.0060.06.

A Description

This special provision describes furnishing and installing gate valves and boxes of the size shown, including all excavating, backfilling, compacting, and testing, in the locations shown on the plans or as directed by the engineer in the field. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin.

B Materials

Furnish gate valves that are mechanical joint, cast iron body, epoxy coated, resilient seal, bronze mounted with bronze non-rising stems, having "O" ring seals, opening left and tested at 200 psi working pressure. Support valves in a vertical position on a solid concrete block, concrete support, or equivalent.

Furnish valve boxes with a drop lid marked "Water", of the length required for the depth of cover shown on the plans.

Bolts and nuts for bonnet, stuffing box, and operating nut shall be ANSI type 316 Stainless Steel.

Laying conditions shall be class “B” bedding (See Detail Drawing File No. 4 of the Standard Specifications for Sewer and Water Construction). The cost of all stone bedding material necessary to place sanitary wye shall be included in the unit price bid, and no extra payment will be made for stone bedding material.

C Construction

Install gate valves as referenced in Detail Drawing File No. 37 of the Standard Specifications for Sewer and Water Construction. Place a temporary, rigid 4-inch diameter pipe inside the new valve box while backfilling the valve box. Prior to removing the pipe, the pipe must remain in the box until after the street is at gravel grade or as directed by the engineer. The top of water boxes must be plumb within 1 inch of vertical measured from inside the box or remove the box to the water valve and reinstall the box until this specification is met. If crushed stone is placed around the new water valve box, place filter fabric over the stone. This will be incidental to the placement of the water valve. The City of Marinette will provide 2-inch extensions to be placed on all new water valve boxes during final adjustment.

Construct gate valve & box according to the plans and with pertinent requirements of Part II and Part IV of the Standard Specifications for Sewer and Water Construction.

D Measurement

The department will measure (Size) Gate Valve & Box by each 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.0060.04	6” Gate Valve & Box	EACH
SPV.0060.05	8” Gate Valve & Box	EACH
SPV.0060.06	10” Gate Valve & Box	EACH

Payment is full compensation for de-watering (if necessary); excavating; furnishing, placing, and compacting bedding material; furnishing, installing, and removing temporary, rigid pipe and blocking or support; and furnishing and installing gate valves and boxes.

36. 6” Hydrant 7’-0” Bury, Item SPV.0060.07; 6” Hydrant 7’-6” Bury, Item SPV.0060.08.

A Description

This special provision describes furnishing and installing hydrants, including all excavating, backfilling, compacting, and testing, in the locations shown on the plans or as directed by the engineer in the field. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin.

B Materials

Hydrants shall be Waterous, model Pacer Traffic Flange Hydrant with mechanical joint connection and breakable flange, 1-1/2-inch nut, open counter-clockwise, and a tapped drain plug. The hydrant shall meet the following:

- Mechanical joint connection to the main
- Two nozzles 2 1/2 -inch national standard thread
- 4 1/2-inch Pumper nozzle national standard thread
- National standard operating nut
- Direction of open LEFT
- Painted yellow
- 16-inch extension

No substitution for the hydrant specified shall be approved. All hydrants shall be delivered with the weep hole plugged. Plug the weep hole if directed by the engineer. If any hydrant is delivered in a color other than yellow, paint the hydrant yellow at no additional expense to the City of Marinette.

Laying conditions shall be class "B" bedding (See Detail Drawing File No. 4 of the Standard Specifications for Sewer and Water Construction). The cost of all stone bedding material necessary to install hydrants shall be included in the unit price bid, and no extra payment will be made for stone bedding material.

Backfill will consist of suitable soils excavated during installation of the watermain. If suitable soils are not available, furnish granular backfill as specified under the Trench Backfill bid item. The costs associated with the furnishing, placing, and compacting of the granular backfill shall be paid under the Trench Backfill bid item.

C Construction

Install hydrants according to the plans and with pertinent requirements of Part II, Part IV, and File No. 38 of Part VII of the Standard Specifications for Sewer and Water Construction. The depth of bury for each hydrant is shown on the plan or will be determined by the engineer in the field.

All backfill shall be mechanically compacted in lifts not exceeding 12" in compacted thickness to a minimum of 95% of the maximum dry density as determined by the Modified Proctor Test, ASTM D1557.

D Measurement

The department will measure 6" Hydrant (Size) Bury by each 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.0060.07	6" Hydrant 7'-0" Bury	EACH
SPV.0060.08	6" Hydrant 7'-6" Bury	EACH

Payment is full compensation for de-watering (if necessary); excavating; furnishing, placing, and compacting bedding material; furnishing and installing hydrants, tees, plugs, blow-off, crosses, bends, joints, restraint, and all other fittings; and for furnishing, placing and compacting granular backfill.

37. 1" Service Tap, Item SPV.0060.09; 2" Service Tap, Item SPV.0060.10.

A Description

This special provision describes tapping the new watermain, including all excavating, backfilling, and compacting, in the locations shown on the plans or as directed by the engineer in the field. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin.

B Materials

Furnish corporation stops manufactured by Mueller, Ford Meter, or approved equal, with compression fittings for the size of pipe. All brass fittings shall have set screws with a pack joint which uses a clamp screw. A saddle will be used for the tap on any service greater than 1 inch.

Laying conditions shall be class "B" bedding (See Detail Drawing File No. 4 of the Standard Specifications for Sewer and Water Construction). The cost of all stone bedding material necessary to install hydrants shall be included in the unit price bid, and no extra payment will be made for stone bedding material.

Backfill will consist of suitable soils excavated during installation of the watermain. If suitable soils are not available, furnish granular backfill as specified under the Trench Backfill bid item. The costs associated with the furnishing, placing, and compacting of the granular backfill shall be paid under the Trench Backfill bid item.

C Construction

The tap in the watermain shall be a tapered thread and shall be installed according to Detail Drawing File No. 51 of the Standard Specifications for Sewer and Water Construction.

All backfill shall be mechanically compacted in lifts not exceeding 12" in compacted thickness to a minimum of 95% of the maximum dry density as determined by the Modified Proctor Test, ASTM D1557.

D Measurement

The department will measure (Size) Service Tap by each 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.0060.09	1" Service Tap	EACH
SPV.0060.10	2" Service Tap	EACH

Payment is full compensation for de-watering (if necessary); excavating; furnishing, placing, and compacting bedding material; furnishing and installing service tap; furnishing and installing saddle (if required); and for furnishing, placing and compacting granular backfill.

38. 1" Curb Stop & Box, Item SPV.0060.11; 2" Curb Stop & Box, Item SPV.0060.12.

A Description

This special provision describes furnishing and placing the curb stop & box of the size shown, including all excavating, backfilling, and compacting, in the locations shown on the plans or as directed by the engineer in the field. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin.

B Materials

- (1) Furnish A.Y. McDonald 6100-22 (with set screws) curb stop.
- (2) For ½-inch through 1-inch laterals, furnish McDonald model 5601 arch pattern with a 1-inch stainless steel extension rod with a stainless steel connection pin.
- (3) For 1 ¼-inch through 2-inch laterals, furnish McDonald model 5603 arch pattern with a 1-inch stainless steel extension rod with a stainless steel connection pin.
- (4) Furnish curb box lid (5607) with a pentagon nut.
- (5) Furnish brass fittings with clamp screw pack joints.

Laying conditions shall be class "B" bedding (See Detail Drawing File No. 4 of the Standard Specifications for Sewer and Water Construction). The cost of all stone bedding material necessary to place sanitary wye shall be included in the unit price bid, and no extra payment will be made for stone bedding material.

Backfill will consist of suitable soils excavated during installation of the watermain. If suitable soils are not available, furnish granular backfill as specified under the Trench Backfill bid item. The costs associated with the furnishing, placing, and compacting of the granular backfill shall be paid under the Trench Backfill bid item.

C Construction

Install the curb stop & box according to Detail Drawing File No. 51 of the Standard Specifications for Sewer and Water Construction. Adjust the curb box cover to final grade after the new curb or pavement is installed, at no additional cost to the city.

All backfill shall be mechanically compacted in lifts not exceeding 12" in compacted thickness to a minimum of 95% of the maximum dry density as determined by the Modified Proctor Test, ASTM D1557.

D Measurement

The department will measure (Size) Curb Stop & Box by each 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.0060.11	1" Curb Stop & Box	EACH
SPV.0060.12	2" Curb Stop & Box	EACH

Payment is full compensation for de-watering (if necessary); excavating; furnishing, placing, and compacting bedding material; furnishing and installing curb stop & box; furnishing, placing and compacting granular backfill; and for adjusting the box to final grade.

- 39. 6" Watermain Tie In, Station 0+85, Item SPV.0060.13; 8" Watermain Tie In, Station 2+84, Item SPV.0060.14; 6" Watermain Tie In, Lester Street, Item SPV.0060.15; 6" Watermain Tie In, Williams Street, Item SPV.0060.16; 2" Watermain Tie In, Burns Street, Item SPV.0060.17; 8" Watermain Tie In, Park Street, Item SPV.0060.18; 6" Watermain Tie In, North Raymond Street, Item SPV.0060.19; 8" Watermain Tie In, State Street, Item SPV.0060.20; 10" Watermain Tie In, Station 39+76, Item SPV.0060.21.**

A Description

This special provision describes connecting new watermain pipes to existing watermain pipes.

B Materials

Conform materials required for connection to existing water main to the requirements of ductile iron water main fittings including mechanical joint cutting-in sleeves, plugs, and couplings.

Provide conductivity connectors complying with ductile iron watermain and ductile iron watermain fittings provisions on all water main connection materials.

Sleeves where needed, will be incidental to this pay item. Sleeves are shown on the plans where we anticipate they will be needed, but connections can be made without them when possible.

C Construction

Make connections to existing watermain at the locations shown on the plans. Excavate and expose existing watermain at the location of connection to determine the exact location and elevation of the existing pipe. Notify the Marinette Water Utility a minimum of 24 hours prior to turning off the water. Install with minimum service interruptions. Manipulation of existing valves required to construct work shall be performed by City of Marinette Water Utility personnel only. Notify all parties affected by any water service interruption at least 24 hours prior to the interruption. Contractor notification shall consist of city provided door hangers delivered by contractor.

D Measurement

The department will measure (Size) Watermain Tie In, (Location) by each 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.0060.13	6" Watermain Tie In, Station 0+85	EACH
SPV.0060.14	8" Watermain Tie In, Station 2+84	EACH
SPV.0060.15	6" Watermain Tie In, Lester Street	EACH
SPV.0060.16	6" Watermain Tie In, Williams Street	EACH
SPV.0060.17	2" Watermain Tie In, Burns Street	EACH
SPV.0060.18	8" Watermain Tie In, Park Street	EACH
SPV.0060.19	6" Watermain Tie In, North Raymond Street	EACH
SPV.0060.20	8" Watermain Tie In, State Street	EACH
SPV.0060.21	10" Watermain Tie In, Station 39+76	EACH

Payment is full compensation for de-watering (if necessary); for connecting new water main to existing water main; excavating and exposing existing watermain; coordinating with the local water utility; and notifying affected properties.

Fittings and new pipe will be paid for under separate bid items.

40. Connect to 8" Sanitary Sewer, Item SPV.0060.22; Connect to 15" Sanitary Sewer, Item SPV.0060.23; Connect to 18" Sanitary Sewer, Item SPV.0060.24.

A Description

This special provision describes connecting new sanitary sewer main to existing sanitary sewer main at locations shown on the plans and as hereinafter provided.

B Materials

When connecting to an existing non-PVC pipe, provide a flexible, watertight coupling with stainless steel clamps that conforms to ASTM D5926 and C1173 standards for the size of

pipes being joined. Support the connection with a concrete cradle as shown in the plans using materials conforming with standard spec 520.2.4.

When connecting to an existing PVC pipe, provide a solid SDR 35 PVC coupling for the size of pipes being joined.

If the upstream pipe has a larger diameter than the downstream pipe to which it is to be joined, provide an eccentric match flowline pipe fitting if required to maintain a pipe invert continuously sloped in the downstream direction.

C Construction

Excavate to expose existing sanitary pipe at the location of connection to determine exact diameter, location, and elevation of the existing pipe. Install couplings for the size and material of pipes being joined according to the manufacturer's instructions.

Construct concrete cradles where and as the plans show.

D Measurement

The department will measure Connect to (Size) Sanitary Sewer by each 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.0060.22	Connect to 8" Sanitary Sewer	EACH
SPV.0060.23	Connect to 15" Sanitary Sewer	EACH
SPV.0060.24	Connect to 18" Sanitary Sewer	EACH

Payment is full compensation for furnishing and installing couplings and concrete cradles.

41. Connect to 6" Sanitary Lateral, Item SPV.0060.25.

A Description

This special provision describes connecting new sanitary services to existing, active sanitary services at locations shown on the plans and as hereinafter provided.

B Materials

When connecting to an existing non-PVC pipe, provide a flexible, watertight coupling with stainless steel clamps that conforms to ASTM D5926 and C1173 standards for the size of pipes being joined.

If the upstream pipe has a larger diameter than the downstream pipe to which it is to be joined, provide an eccentric match flowline pipe fitting if required to maintain a pipe invert continuously sloped in the downstream direction.

C Construction

Excavate to expose existing sanitary pipe at the location of connection to determine exact diameter, location, and elevation of the existing pipe. Install couplings for the size and material of pipes being joined according to the manufacturer's instructions. Verify that each active service is reconnected. Existing services thought to be inactive must be brought to the attention of the engineer for determination of reconnection.

D Measurement

The department will measure Connect to (Size) Sanitary Lateral by each 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.0060.25	Connect to 6" Sanitary Lateral	EACH

Payment is full compensation for furnishing and installing couplings; and for locating and verifying whether services are active.

42. Connect to 1" Water Lateral, Item SPV.0060.26; Connect to 2" Water Lateral, Item SPV.0060.27.

A Description

This special provision describes connecting new water services to existing, active water services two-inch diameter and smaller as hereinafter provided.

B Materials

Make connection to the existing service with fittings designed specifically for the type of material found. These materials may include copper or galvanized steel of various sizes.

C Construction

Excavate to expose existing water service at the location of connection to determine exact diameter, location, and elevation of the existing pipe. Verify that each active service is reconnected.

Remove and properly dispose of existing curb stop and box as part of this item.

D Measurement

The department will measure Connect to (Size) Water Lateral by each 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.0060.26	Connect to 1" Water Lateral	EACH
SPV.0060.27	Connect to 2" Water Lateral	EACH

Payment is full compensation for the connection of new water lateral to existing water lateral including excavating and exposing existing water lateral, coordination with local water utility, and notifications to affected properties.

43. Posts U-Channel 14-FT, Item SPV.0060.28; Posts Round 12-FT, Item SPV.0060.29.

A Description

This special provision describes furnishing and installing steel channel posts and aluminum round posts at the locations shown on the plans and as hereinafter specified.

B Materials

B.1 Posts U-Channel

Furnish U-channel posts that are 100% recycled steel, 3 lbs/ft of the heights the plans show, with holes for mounting signs. Posts shall allow sign mounting on both the front and the back of the post with holes punched full length. Color shall be green, RAL7009, or manufacturer's standard color approved by the city.

B.2 Posts Round

Furnish round posts that are made of smooth aluminum with a minimum wall thickness of 0.109 inches and a diameter of 2 3/8 inches. Provide a 6" x 12" aluminum plate welded to the bottom of the post to prevent rotation following installation, a post cap that fits 2 3/8-inch OD poles, and a 9-inch flat slot pole bracket to receive extruded street name signs. Pole and bracket shall be unpainted.

C Construction

Comply with the requirements of standard spec 634.3.1 except as follows:

Provide 6-inch diameter PVC pipe box outs for installation in concrete or asphalt.

Post must be treated with coating if field cut to meet manufacturer's recommendations.

D Measurement

The department will measure Posts (type) (height) by each 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.0060.28	Posts U-Channel 14-FT	EACH
SPV.0060.29	Posts Round 12-FT	EACH

Payment is full compensation for providing, hauling, and placing the posts; for coating field cuts; for providing and installing aluminum plate; and for providing hardware and anchors.

44. Concrete Bases Type 1 Modified, Item SPV.0060.30.

A Description

This special provision describes constructing a modified concrete base type 1 to support a pole with a solar powered single blinking beacon assembly according to standard spec 654 with modifications as shown on the plans and details and as hereinafter provided.

B Materials

Materials shall be according to the applicable requirements of standard spec 654.

C Construction

Construction methods shall be according to the applicable requirements of standard spec 654.

D Measurement

The department will measure Concrete Bases Type 1 Modified by each 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.0060.30	Concrete Bases Type 1 Modified	EACH

Payment is full compensation for providing concrete bases; for anchor bolts, nuts, and washers; for excavating, backfilling, and disposing of surplus materials.

45. Pedestal Bases Black, Item SPV.0060.31; Traffic Signal Standards Aluminum 10-FT Black, Item SPV.0060.32.

A Description

This special provision describes furnishing and installing pedestal bases and traffic signal standards painted black at the locations shown in the plan, according to the pertinent provisions of standard spec 657 and as hereinafter provided.

B Materials

Materials shall be according to the applicable requirements of standard spec 657 except that all items shall have a black powder coat finish.

C Construction

Construction methods shall be according to the applicable requirements of standard spec 657.

D Measurement

The department will measure Pedestal Bases Black and Traffic Signal Standards Aluminum 10-FT Black by each 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.0060.31	Pedestal Bases Black	EACH
SPV.0060.32	Traffic Signal Standards Aluminum 10-FT Black	EACH

Payment for Pedestal Bases Black is full compensation for providing the pedestal base including grounding lugs and related mounting hardware; for leveling shims; and for corrosion prevention. The department will pay for sample pedestal bases, provided under standard spec 657.2.2.5, at the contract unit price for Pedestal Bases Black.

Payment for the Traffic Signal Standards Aluminum 10-FT Black is full compensation for providing the standards.

46. Solar Powered Single Blinking Beacon, Item SPV.0060.33.

A Description

This special provision describes furnishing and installing a fully functional solar powered single blinking beacon which will run 24/7 at locations shown on the plans and as hereinafter provided.

B Materials

B.1 General

The system shall include a blinking beacon, control cabinet containing an integrated flash and solar controller and battery, solar panel, and pole top adapter.

B.2 Blinking Beacon Assembly

Each blinking beacon assembly shall consist of:

- Black polycarbonate vehicle traffic signal housing
- Black polycarbonate door
- Black poly visor
- 12" amber LED beacon module
- Aluminum mounting arm with black powder coat finish

The housing, door and visor shall be injection molded of ultraviolet stabilized, pre-colored opaque polycarbonate. A black cut visor shall be included as standard equipment.

The aluminum mounting arm shall consist of an aluminum universal hub plate with center hole for wire routing, an aluminum elbow with serrations in 5° increments, and an 8" length of 1-1/2" aluminum pipe to allow for either vertical or horizontal orientation of the signal

head. All materials used in the construction and mounting of the blinking beacon assembly shall be either polycarbonate, powder coated aluminum, or stainless steel.

The LED beacon module shall provide incandescent-like appearance, be a fully sealed module featuring robust high flux LED technology, include abrasion resistant lens coating. The LED beacon module shall come pre-installed in the beacon assembly. The 12" LED beacon module shall at a minimum:

- Shall be configurable to be MUTCD (Manual on Uniform Traffic Control Devices) compliant flash pattern Flashing Beacons
- Meet or exceed Military Standard 883, test method 2007 for vibration resistance
- Meet or exceed Military Standard 810F, test method 506.4 for moisture resistance to rain and blowing rain
- Have a dominant wavelength of 590nm (Amber)
- Operate from -40° to +165°F (-40° to +74°C)

B.3 Control Cabinet with Integrated Flash and Solar Controller and Battery

B.3.1 Control Cabinet

The control cabinet shall be NEMA 4X type, 8" tall, 8" wide, 4" deep, constructed of polyester material. The enclosure shall be UL 508A and cUL Listed. The cabinet door shall be sealed to the enclosure utilizing an overlapping tongue-and-groove raised cover and gasket design. Enclosure door latches shall be stainless steel and shall have the capability of being secured with a padlock. The cabinet shall include a removable control panel to which all control circuit components either mount or connect.

All materials used in the mounting of the control cabinet shall be either aluminum or stainless steel.

B.3.2 Integrated Flash and Solar Controller

The integrated flash and solar controller shall:

- Include integrated constant-current LED drivers with a minimum of two-channel output for driving one or two beacon units
- Have multiple programmable function options:
 - Run from Dusk to Dawn.
 - Run Daytime only.
 - Run 24 hours per day, 7 days per week.
 - Run for a programmable time period when activated via switch, button contact closure or when triggered from an external sensor such as a wireless transmitter, radar, presence detector or loop detector with a compatible sensor output.
- Automatically adjust the beacon LED drive current control to optimize brightness for the ambient lighting conditions.
- Be capable of solar charging a completely drained battery pack.
- Include an integrated Real Time Clock (RTC) with on-board battery backup.

- Have the capability of RS232 communication for programming with Windows-based software.
- Include a minimum of two General Purpose Inputs and Outputs (GPIO).
- Be able to monitor internal temperature.
- Operate between the temperatures of -40° to +176°F (-40° to +80°C).

B.3.3 Battery

The rechargeable type Nickel Metal Hydride (NiMH) battery shall have a nominal output voltage of 4.8 VDC and a capacity of 14Ah, an in-line power connector, and shall be fused for short circuit protection.

B.4 Solar Panel

The solar panel shall be constructed of an anodized aluminum frame, high-transmission 1/8" tempered glass, with silicon cells encapsulated in double-layer EVA, and with a white polymer backing and be affixed to an aluminum plate and pole top bracket at a fixed angle of 45° to provide maximum insolation exposure. The post top mounting system shall provide 360° of rotational direction adjustment. The solar panel must be IEC61215, TUV, and UL 1703 certified and operate at 6VDC nominal with a maximum output rating of 13.5 watts. The solar panel specifications:

- Overall Size: 15.4" x 13.8"
- Maximum power voltage: 9.1 VDC
- Maximum power current: 1.49 A
- Short circuit current: 1.52 A
- Open circuit voltage: 11 VDC
- Operate from -40° to +194°F (-40° to +90°C)

All solar panel connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 1-meter deep for 30 minutes. All solar panel fasteners shall be anti-vandal pin-type set screws.

B.5 Pole Top Adapter

The pole top adapter shall be provided sized and colored to adapt beacon assembly mounting arm to the appropriate pole top.

C Construction

Install solar powered single blinking beacons according to the manufacturer's instructions.

D Measurement

The department will measure Solar Powered Single Blinking Beacon 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.0060.33	Solar Powered Single Blinking Beacon	EACH

Payment is full compensation for furnishing and installing blinking beacon, control cabinet, integrated flash and solar controller, battery, solar panel, and pole top adapter.

47. Street Name Signs, Item SPV.0060.34.

A Description

This special provision describes furnishing and installing street name signs on round aluminum posts at the locations shown on the plans and as hereinafter provided.

B Materials

Furnish 9-inch high, double faced street name signs that have a High Intensity Prismatic (HIP) sheeting type. Screen printed, white letters and green background. Legend and length to be determined.

The cross piece bracket attached to the pole shall be comprised of tensalloy high strength extruded aluminum and have a 9-inch slot width for extruded street name signs. Cross piece shall be unpainted.

C Construction

Install street name signs according to the manufacturer's instructions. Locate street name signs according to the Wisconsin Department of Transportation's Standard Sign Plate "Typical Installation of Permanent Type II Signs on Single Posts" for offset and height.

D Measurement

The department will measure Street Name Signs by each unit, acceptably completed. Each unit includes the street name signs for Riverside Avenue and the associated side street at a particular intersection.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.34	Street Name Signs	EACH

Payment is full compensation for providing and installing street name signs, cross pieces, and hardware.

48. 4" Core and Seal, Item SPV.0060.35.

A Description

This special provision describes connecting sump pump lines to catch basins at locations shown on the plans and as hereinafter provided.

B Materials

Provide a flexible, watertight connector that conforms to ASTM C923.

C Construction

Make connections to sump pump lines at the locations shown on the plans. Excavate to expose existing sump pump pipe at the location of connection to determine exact location and elevation of the existing pipe. Make connection by first coring the catch basin to the required diameter. The connector shall be mechanically expanded into place with nonmagnetic stainless steel band. The connection shall be made with an external nonmagnetic stainless steel clamp.

D Measurement

The department will measure 4" Core and Seal 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.0060.35	4" Core and Seal	EACH

Payment is full compensation for the connection of sump pump lines to catch basins including coring the catch basin; furnishing and installing the connector, fittings and additional materials required for the connection.

49. Removing Sanitary Manholes, Item SPV.0060.36.**A Description**

This special provision describes removing existing sanitary manholes and bulkheading pipes, including all excavating, backfilling, and compacting, in the locations shown on the plans or as directed by the engineer in the field according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B Materials

Furnish mortar conforming to Chapter 8.37.0 of the Standard Specifications for Sewer and Water Construction.

C Construction

Properly remove entire structure including, but not limited to the base, walls, cone, adjustment rings, frame and lid according to standard spec 204. Clean and plug any remaining pipes with brick or concrete block and mortar. Properly dispose of all materials removed and not salvaged. Backfill removed structure according to standard spec 204.

D Measurement

The department will measure Remove Sanitary Manhole by each removed sanitary manhole, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.36	Removing Sanitary Manholes	EACH

Payment is full compensation for removal and backfill of sanitary manholes including all excavating, backfilling, compacting, and testing; for cleaning and plugging remaining pipes; and for proper disposal of all excess material.

50. Decorative Luminaire and Pole, Item SPV.0060.37.

A Description

This special provision describes furnishing and installing decorative luminaries and poles with all required accessories as shown on the plans, and as hereinafter provided.

B Materials

B.1 Design Intent

Furnish decorative lighting units to match the style shown on the plans. Plan details depict the general design of decorative lighting unit required. Minor deviations in dimensions and profiles will be allowed, provided the requirements specified below and the general style shown in the plans are met.

B.2 Pole

Pole height shall be as such in order to provide the desired mounting height shown in the plans. Pole shall be aluminum. Pole shall have an integral decorative aluminum base with styling as shown in the plans and include a large hand hole as shown in the plans. Pole shall be tapered from 6-inch at the base to 4-inch at the top and shall have a tenon capable of accepting the decorative arm.

B.3 Luminaire Arm

Luminaire Arm shall be black, 8-foot aluminum to match the style shown in the plans including a finial if not integral to the arm assembly.

B.4 Luminaire

Luminaire shall be aluminum, LED, 5,000 – 5,400 lumens, 4K color temperature, Type II distribution, flat glass lens, full cut-off. Plan details depict the general design of decorative luminaire.

B.5 Finish

All exposed surfaces shall be black and according to the AAMA 2603. Application of polyester powder coat paint shall be 4 mils with ± 1 mils of tolerance. Finish shall provide a discoloration resistant finish according to the ASTM D2244, luster retention according to the ASTM D523, and humidity resistance according to the ASTM D2247. Finish shall achieve a minimum of 2000 hours for salt spray resistant finish according to ASTM B117.

C Construction

The installation of the Decorative Luminaries and Poles shall be according to the manufacturer's instructions.

D Measurement

The department will measure Decorative Luminaire and Pole as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.37	Decorative Luminaire and Pole	EACH

Payment is full compensation for providing all materials including pole, luminaries, ballasts, lamps, fittings, brackets, arms, hardware and attachments; and for luminaries fusing if required.

51. Lighting Control Cabinets 120/240 30-Inch Black, Item SPV.0060.38.**A Description**

This special provision describes furnishing and installing lighting control cabinets painted black at the locations shown in the plan, according to the pertinent provisions of standard spec 659 and as hereinafter provided.

B Materials

Materials shall be according to the applicable requirements of standard spec 659 except that all items shall have a black powder coat finish.

C Construction

Construction methods shall be according to the applicable requirements of standard spec 659.

D Measurement

The department will measure Lighting Control Cabinets 120/240 30-Inch by each 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.0060.38	Lighting Control Cabinets 120/240 30-Inch Black	EACH

Payment for Lighting Control Cabinets 120/240 30-Inch Black is full compensation for providing cabinets including circuit wiring connections, hardware, and fittings the plans show.

52. Bulkhead Existing Pipes, Item SPV.0080.01.

A Description

This special provision describes furnishing material and constructing bulkheads on any abandoned pipes, or as directed by the engineer in the field, including all excavating, backfilling, and compacting. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin

B Materials

Bulkhead abandoned pipes with brick and mortar.

Furnish mortar conforming to Chapter 8.37.0 of the Standard Specifications for Sewer and Water Construction.

C Construction

Bulkheads shall be constructed according to pertinent requirements of Chapter 3.2.24 of the Standard Specifications for Sewer and Water Construction.

D Measurement

The department will measure Bulkhead Existing Pipes by the inch of diameter, acceptably completed. This measurement is the inside diameter of the existing pipe.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0080.01	Bulkhead Existing Pipes	ID

Payment is full compensation for furnishing and placing the bricks and mortar; and for hauling and disposing of materials.

53. 8” Sanitary Sewer SDR 35 PVC, Item SPV.0090.01; 15” Sanitary Sewer SDR 35 PVC, Item SPV.0090.02.

A Description

This special provision describes furnishing and installing sanitary sewer pipes, of the diameters shown, with all fittings, caps, and plugs as shown on the plans. This work shall include all excavating, backfilling, compacting, and testing, in the locations shown on the plans or as directed by the engineer in the field. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin.

B Materials

Sanitary sewer shall be specified diameter as shown on the plans, PVC, SDR-35 with rubber gasket joints, meeting the requirements of ASTM D3034. All pipe and fittings shall comply with applicable standards of the Wisconsin Plumbing Code and be of one manufacturer.

Laying conditions shall be class "B" bedding (See Detail Drawing File No. 4 of the Standard Specifications for Sewer and Water Construction). Any changes in grade or direction shall be made at manholes or other structures.

Backfill will consist of suitable soils excavated during installation of the sewer. If suitable soils are not available, furnish granular backfill as specified under the Trench Backfill bid item. The costs associated with the furnishing, placing, and compacting of the granular backfill shall be paid under the Trench Backfill bid item.

For pipe connections to existing manholes, use a flexible manhole connector (boot) that conforms to ASTM C923.

C Construction

The connection of a new sanitary sewer main to existing manholes shall be made according to Part III of the Standard Specifications for Sewer and Water Construction. Core the manhole to the required size before installing the flexible manhole connector.

All backfill shall be mechanically compacted in lifts not exceeding 12" in compacted thickness to a minimum of 95% of the maximum dry density as determined by the Modified Proctor Test, ASTM D1557.

Connect to existing pipes as specified under the Connect to (Size) Sanitary Sewer bid item. The costs associated with the furnishing and installation of the connection shall be paid under the Connect to (Size) Sanitary Sewer bid item.

The removal and disposal of any sanitary sewer and manholes at the same location as installation of sanitary sewer or in the same trench area as the new sanitary sewer shall be considered incidental to the installation of the sanitary sewer, no additional payment shall be provided.

The City of Marinette will televise all sanitary sewer mains upon construction completion. The city will view and approve the sanitary installation. The contractor shall coordinate the televising with the engineer and the Marinette Wastewater Department. A Deflection Test (Mandrel) shall be performed on all new sanitary sewer per 3.2.6(i)(4) of the Standard Specifications for Sewer & Water Construction.

D Measurement

The department will measure (Size) Sanitary Sewer SDR 35 PVC by the linear foot, acceptably completed. This measurement equals the distance along the centerline of the pipe from either a pipe end to the centerline of manhole or from centerline of manhole to centerline of manhole.

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	8" Sanitary Sewer SDR 35 PVC	LF
SPV.0090.02	15" Sanitary Sewer SDR 35 PVC	LF

Payment is full compensation for de-watering (if necessary); excavating; furnishing, placing, and compacting bedding material; laying the pipe; testing; furnishing and installing flexible manhole connector where applicable; and for furnishing, placing, and compacting backfill.

54. 6" Sanitary Lateral SDR 40 PVC, Item SPV.0090.03.

A Description

This special provision describes furnishing and installing sanitary sewer laterals, of the diameter shown, with all fittings, caps, and plugs, as shown on the plans. This work shall include all excavating, backfilling, and compacting, in the locations shown on the plans or as directed by the engineer in the field. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin.

B Materials

Sanitary sewer lateral pipe shall be 6-inch diameter schedule 40 PVC with glue joints and meeting the requirements of ASTM D3034. The cost of all stone bedding material necessary to lay laterals shall be included in the unit price bid, and no extra payment will be made for stone bedding material. In dry soil installations the engineer shall perform a field review for potential placement of in situ soil as bedding material.

Laying conditions shall be class "B" bedding (See Detail Drawing File No. 4 of the Standard Specifications for Sewer and Water Construction). The cost of all stone bedding material necessary to place sanitary laterals shall be included in the unit price bid, and no extra payment will be made for stone bedding material.

Backfill will consist of suitable soils excavated during installation of the sewer. If suitable soils are not available, furnish granular backfill as specified under the Trench Backfill bid item. The costs associated with the furnishing, placing, and compacting of the granular backfill shall be paid under the Trench Backfill bid item.

C Construction

All backfill shall be mechanically compacted in lifts not exceeding 12" in compacted thickness to a minimum of 95% of the maximum dry density as determined by the Modified Proctor Test, ASTM D1557.

Connect to existing pipes as specified under the Connect to (Size) Sanitary Lateral bid item. The costs associated with the furnishing and installation of the connection shall be paid under the Connect to (Size) Sanitary Lateral bid item.

The removal and disposal of any sanitary sewer lateral at the same location as the installation of the new sanitary sewer lateral or in the same trench area as the new sanitary sewer lateral shall be considered incidental to the installation of the sanitary sewer lateral, no additional payment shall be provided.

Install a tracer wire and access box for marking the location of sanitary laterals according to Wisconsin State Statutes 182.0175 (2r).

The tracer wire installation shall conform to the following:

- Install continuous, un-spliced, tracer wire over top of each PVC sewer lateral from wye or tee at sewer main to property line. Anchor tracer wire by looping wire around main pipe collar of wye or tee fitting, and then attach wire to pipe at 10-foot intervals.
- The tracer wire must be grounded at the main by attaching it to a copper ground rod buried in the ground.
- Bring each tracer wire to grade at property line in a flush-mount tracer wire access box.
- Provide Bingham & Taylor “Cathodic Test Box”, Valvco “Tracer Wire Access Box”, or approved equal. Non-traffic rated metal access box with cast iron rim and lid, flared base, 2-1/2 inch shaft diameter, and minimum 18 inch shaft length. Lid shall be locked and opened with standard pentagon head key wrench and shall be marked "SEWER". Two stainless steel terminal screws for attachment of tracer wire shall be mounted on underside of lid.
- Attach wire to terminal screw on lid with sufficient slack left in wire length so that lid can be lifted a minimum 18-inches from access box with wire intact. Wire must be minimum 12-gauge standard solid green PVC coated. Access Box shall be placed directly over the sanitary lateral hook up at the property line. Energize installed tracer wire and field verify that lateral can be located with city-owned tracing equipment.
- Contractor to provide three standard pentagonal head keys from the manufacturer.
- A 2-foot long, 1/2" diameter, steel rod shall be embedded 1-inch below grade and within 2-inches of each access box. The metal rod must be locatable using city-owned locating equipment.

The locating wire, access box, appurtenances, and the labor and equipment to install the tracing wire system, shall be considered incidental to the project. The access box must be adjusted to final grade after restoration is complete.

D Measurement

The department will measure 6" Sanitary Lateral SDR 40 PVC by the linear foot, acceptably completed. This measurement equals the distance along the centerline of the pipe from centerline of sewer main to the connection with the existing lateral or at the termination point, including all bends needed to make the connection. The installation of a riser section Type D (See Detail Drawing File No. 10E of the Standard Specifications for Sewer and Water Construction), if required, shall be measured as lateral installation based upon the linear feet of pipe required.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	6" Sanitary Lateral SDR 40 PVC	LF

Payment is full compensation for de-watering (if necessary); excavating; furnishing, placing, and compacting bedding material; laying the pipe; furnishing and installing riser; furnishing and installing tracer wire and tracer wire box; furnishing, placing, and compacting backfill.

55. Fill and Abandon 18" Sanitary Sewer, Item SPV.0090.04.**A Description**

This special provision describes filling the sanitary sewer that will be abandoned, with slurry (flowable fill), as shown on the plans. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin.

B Materials

Cellular concrete (slurry), mortar, and bricks.

Furnish mortar conforming to Chapter 8.37.0 of the Standard Specifications for Sewer and Water Construction.

C Construction

Fill the sanitary pipe to be abandoned with slurry from one end and a vent pipe must be placed on the other end. The slurry may have to be mechanically pumped into the old pipe to be sure the entire pipe is completely filled. The ends of the pipes shall be sealed with mortar and bricks. This work will be done after the new sewer is placed and the laterals are connected to the new main.

D Measurement

The department will measure Fill and Abandon 18" Sanitary Sewer by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Fill and Abandon 18" Sanitary Sewer	LF

Payment is full compensation for de-watering (if necessary); excavating; removing and installing all materials, including any required bulkheading and sealing; furnishing and installing slurry; furnishing, placing, and compacting granular backfill; and for hauling and disposing of materials.

**56. 6" Watermain Class 52 D.I.P. W/Polywrap, Item SPV.0090.05;
8" Watermain Class 52 D.I.P. W/Polywrap, Item SPV.0090.06;
10" Watermain Class 52 D.I.P. W/Polywrap, Item SPV.0090.07.**

A Description

This special provision describes furnishing and installing ductile iron pipe (D.I.P.) watermain pipe of the diameter shown. This work shall include all excavating, backfilling, compacting, and testing, in the locations shown on the plans or as directed by the engineer in the field. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition.

B Materials

Watermain shall be Class 52 ductile iron with poly wrap conforming to the requirements of AWWA C151. Pipe shall be cement lined according to AWWA C104, with push-on or mechanical joints meeting the requirements of Section 4.4.2(a) or Section 4.4.2(b) of the Standard Specifications for Sewer and Water Construction. All watermain materials including pipe and all appurtenances shall be equipped to provide electrical continuity through use of a trade-marked method approved by the city. Use coated "Core Blue Bolts" on all mechanical joints.

Laying conditions shall be class "B" bedding (See Detail Drawing File No. 4 of the Standard Specifications for Sewer and Water Construction). The cost of all stone bedding material necessary to place sanitary laterals shall be included in the unit price bid, and no extra payment will be made for stone bedding material.

Backfill will consist of suitable soils excavated during installation of the watermain. If suitable soils are not available, furnish granular backfill as specified under the Trench Backfill bid item. The costs associated with the furnishing, placing, and compacting of the granular backfill shall be paid under the Trench Backfill bid item.

C Construction

Install the watermain according to the pertinent requirements of Part IV of the Standard Specifications for Sewer and Water Construction.

All backfill shall be mechanically compacted in lifts not exceeding 12" in compacted thickness to a minimum of 95% of the maximum dry density as determined by the Modified Proctor Test, ASTM D1557.

The costs associated with the removal of existing hydrants and valve boxes shall be incidental to this pay item.

Notify the Marinette Water Utility a minimum of 24 hours prior to turning off the water. Install with a minimum of service interruption.

Manipulation of existing valves required to construct work shall be performed by City of Marinette Water Utility personnel only.

Notify all parties affected by any water service interruption at least 24 hours prior to the interruption. Contractor notification shall consist of city provided door hangers delivered by contractor.

D Measurement

The department will measure (Size) Watermain Class D.I.P. W/Polywrap by the linear foot, acceptably completed. This measurement equals the distance along the centerline of the pipe laid without deductions for fittings and valves.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	6" Watermain Class 52 D.I.P. W/Polywrap	LF
SPV.0090.06	8" Watermain Class 52 D.I.P. W/Polywrap	LF
SPV.0090.07	10" Watermain Class 52 D.I.P. W/Polywrap	LF

Payment is full compensation for de-watering (if necessary); excavating; furnishing and placing bedding material; laying and wrapping the pipe; furnishing, placing, and compacting backfill; and for removing existing hydrants and valve boxes.

57. 1" Water Lateral, Item SPV.0090.08; 2" Water Lateral, Item SPV.0090.09.

A Description

This special provision describes furnishing and installing water laterals of the diameter shown. This work shall include all excavating, backfilling, and compacting, in the locations shown on the plans or as directed by the engineer in the field. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin.

B Materials

Water service pipe shall be copper, Type "K".

Laying conditions shall be class "B" bedding (See Detail Drawing File No. 4 of the Standard Specifications for Sewer and Water Construction). The cost of all stone bedding material necessary to place sanitary laterals shall be included in the unit price bid, and no extra payment will be made for stone bedding material.

Backfill will consist of suitable soils excavated during installation of the watermain. If suitable soils are not available, furnish granular backfill as specified under the Trench Backfill bid item. The costs associated with the furnishing, placing, and compacting of the granular backfill shall be paid under the Trench Backfill bid item.

C Construction

Construct water laterals from the main to the property line or to a point directed by the engineer, including connection of the corporation stop, curb stop and box, and existing lateral. All services shall be continuous pipe from the main to the curb stop. No fittings or other coupling devices are allowed between the main and the curb stop. The service shall be installed according to Detail Drawing File No. 51 and No. 52 of the Standard Specifications for Sewer and Water Construction.

All backfill shall be mechanically compacted in lifts not exceeding 12" in compacted thickness to a minimum of 95% of the maximum dry density as determined by the Modified Proctor Test, ASTM D1557.

D Measurement

The department will measure (Size) Water Lateral by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.08	1" Water Lateral	LF
SPV.0090.09	2" Water Lateral	LF

Payment is full compensation for de-watering (if necessary); excavating; furnishing and placing bedding material; furnishing and installing the copper pipe and any compression fittings required to hook up to the existing service; and for furnishing, placing, and compacting backfill.

58. Insulate Watermain and Water Services, Item SPV.0090.10.

A Description

This special provision describes furnishing and placing polystyrene insulation board at locations shown on the plans and as hereinafter provided. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin.

B Materials

Provide polystyrene insulation board that is closed-cell extruded boards (blue board) and 2 inches thick. The board size shall be 4-feet wide.

C Construction

The insulation shall be constructed according to the plans and with pertinent requirements of Part II, Part VI of the Standard Specifications for Sewer and Water Construction. The depth of bury shall be 12 inches above the water pipe.

D Measurement

The department will measure Insulate Watermain and Water Services by the linear foot, acceptably completed. This measurement equals the length of pipe covered.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.10	Insulate Watermain and Water Services	LF

Payment is full compensation for excavating; and for furnishing and placing the insulation board.

59. 4" Intake Conduit SDR 40 PVC, Item SPV.0090.11.

A Description

This special provision describes furnishing and installing intake conduit, of the diameter shown, with all fittings, end caps, and plugs, as shown on the plans. This work shall include all excavating, backfilling, and compacting, in the locations shown on the plans or as directed by the engineer in the field. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin.

B Materials

Intake conduit shall be 4-inch diameter schedule 40 PVC with glue joints and meeting the requirements of ASTM D3034. All pipe and fittings shall comply with applicable standards of the Wisconsin Plumbing Code and be of one manufacturer.

Laying conditions shall be class "B" bedding (See Detail Drawing File No. 4 of the Standard Specifications for Sewer and Water Construction). The cost of all stone bedding material necessary to place lay laterals shall be included in the unit price bid, and no extra payment will be made for stone bedding material.

Backfill will consist of suitable soils excavated during installation of the intake conduit. If suitable soils are not available, furnish granular backfill as specified under the Trench Backfill bid item. The costs associated with the furnishing, placing, and compacting of the granular backfill shall be paid under the Trench Backfill bid item.

C Construction

Excavate to a depth that allows for bedding material and a minimum depth of 4 feet from finished grade to the top of the intake conduit. Cap both ends of the intake conduit.

All backfill shall be mechanically compacted in lifts not exceeding 12" in compacted thickness to a minimum of 95% of the maximum dry density as determined by the Modified Proctor Test, ASTM D1557.

D Measurement

The department will measure 4" Intake Conduit SDR 40 PVC by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.11	4" Intake Conduit SDR 40 PVC	LF

Payment is full compensation for excavating; for furnishing and installing intake conduit, fittings, end caps, and plugs; furnishing and placing bedding material; and for backfilling and compacting.

60. 4" Sump Pump Line SDR 40 PVC, Item SPV.0090.12.

A Description

This special provision describes furnishing and installing a sump pump line, of the diameter shown, with all fittings, end caps, and plugs, as shown on the plans. This work shall include all excavating, backfilling, and compacting, in the locations shown on the plans or as directed by the engineer in the field. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin.

B Materials

Sump pump line shall be 4-inch diameter schedule 40 PVC with glue joints and meeting the requirements of ASTM D3034. All pipe and fittings shall comply with applicable standards of the Wisconsin Plumbing Code and be of one manufacturer.

Laying conditions shall be class "B" bedding (See Detail Drawing File No. 4 of the Standard Specifications for Sewer and Water Construction). The cost of all stone bedding material necessary to place lay laterals shall be included in the unit price bid, and no extra payment will be made for stone bedding material.

Backfill will consist of suitable soils excavated during installation of the sump pump line. If suitable soils are not available, furnish granular backfill as specified under the Trench Backfill bid item. The costs associated with the furnishing, placing, and compacting of the granular backfill shall be paid under the Trench Backfill bid item.

When connecting to an existing non-PVC pipe, provide a flexible, watertight coupling with stainless steel clamps that conforms to ASTM D5926 and C1173 standards for the size of pipes being joined.

When connecting to an existing PVC pipe, provide a solid SDR 40 PVC coupling for the size of pipes being joined.

C Construction

Excavate to expose existing sump pump line at the location of connection to determine exact diameter, location, and elevation of the existing pipe. Install couplings for the size and material of pipes being joined according to the manufacturer's instructions.

Connect to new catch basins as specified under the 4" Core and Seal bid item. The costs associated with the furnishing and installation of the connection shall be paid under the (Size) Core and Seal bid item.

All backfill shall be mechanically compacted in lifts not exceeding 12" in compacted thickness to a minimum of 95% of the maximum dry density as determined by the Modified Proctor Test, ASTM D1557.

The removal and disposal of any existing sump lines at the same location as the installation of new sump pump line shall be considered incidental to the installation of the new sump pump line, no additional payment shall be provided.

D Measurement

The department will measure 4" Sump Pump Line SDR 40 PVC by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.12	4" Sump Pump Line SDR 40 PVC	LF

Payment is full compensation for excavating; for furnishing and installing sump pump line, fittings, end caps, and plugs; for furnishing and installing couplings; furnishing and placing bedding material; and for backfilling and compacting.

61. Concrete Curb & Gutter 24-Inch Type D, Item SPV.0090.13.

A Description

This work consists of furnishing all materials and constructing a cast-in-place concrete curb and gutter section as shown on the plans, according to standard spec 601, and as hereinafter provided.

B Materials

According to standard spec 601.2.

C Construction

According to standard spec 601.3.

D Measurement

The department will measure Concrete Curb & Gutter 24-Inch Type D as indicated in standard spec 601.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.13	Concrete Curb & Gutter 24-Inch Type D	LF

Payment is full compensation for excavating and preparing the foundation; all special construction required at driveway and alley entrances, or curb ramps; for providing all materials, including concrete, and expansion joints; placing, finishing, protecting and curing concrete; for sawing joints; and for disposing of surplus excavation material, and restoring the work site. However, if the contract provides a bid item for excavation, then the department will pay for excavation required for this work as specified in the contract.

62. Water for Seeded Areas, Item SPV.0120.01.**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.0120.01	Water for Seeded Areas	MGAL

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

63. Resetting Existing Brick Pavers, Item SPV.0165.01.

A Description

This special provision describes resetting existing brick pavers that have been disturbed during excavation as shown on the plans, and as hereinafter provided.

B Materials

Furnish ¾-Inch Base Aggregate Dense conforming with standard spec 305.2. The ¾-Inch Base Aggregate Dense will be exempt from the requirements of QMP Base Aggregate. No testing is required.

C Construction

Remove, salvage, and reinstall existing brick pavers in such a manner to preclude damage to the pavers. If the contractor damages existing brick pavers through their own operations, the contractor shall replace them at no expense to the department.

Lay brick pavers over 4-inches of Base Aggregate Dense ¾-Inch and 1 inch of clean masonry sand base. Tamp the brick pavers to ensure that they are secure and flush with surrounding sidewalk surfaces.

Fill joints with masonry sand and remove the excess material with a broom. Fog the entire area of sand-filled joints with a light spray. Repeat filling of joints and spraying with water until all joints are completely filled.

D Measurement

The department will measure Resetting Existing Brick Pavers 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
SPV.0165.01	Resetting Existing Brick Pavers	SF

Payment is full compensation for furnishing base aggregate dense and masonry sand; for preparation of the foundation and laying the bed; removing, stockpiling, and resetting the brick pavers; and for making any necessary brick paving cuts.

64. Hydroseeding, Item SPV.0180.01.

A Description

This special provision describes work according to standard spec 630, Seeding, and as hereinafter provided.

This special provision describes furnishing and installing hydroseeding for the purposes of establishment of turf and erosion control.

B Materials

B.1 Seed Mixture

Conform to standard spec 630, Seeding Mixture No. 40

B.2 Fertilizer

Conform to standard spec 629 and 629.3.1.3 Type B.

B.3 Stabilized Fiber Matrix (SFM)

Provide stabilized fiber matrix meeting the following requirements and characteristics:

- (1) Premanufactured matrix containing defibrated organic fibers with at least one of the following additives:
 - (1.1) Soil flocculants,
 - (1.2) Crosslinked hydro-colloidal polymers, or
 - (1.3) 5 percent Crosslinked tackifiers.
- (2) Contains moisture content no greater than 15 percent by weight,
- (3) Cures within 48 h, and
- (4) Functional for at least of 3 months.
- (5) Noncorrosive to hydraulic application equipment,
- (6) Non-foaming or containing mixture enhancers to prevent foaming and mixing problems during agitation in the application equipment, and
- (7) Safe to the applicator, adjacent workers, and the environment if properly applied according to the EPA and OSHA. Apply HECs with equipment capable of mechanical agitation and slurry bypass. Provide an Applicator's Certification from the manufacturer before applying the Bonded Fiber Matrix and Fiber Reinforced Matrix.

C Construction

Prepare soils according to standard spec 630 and 630.3.2, Preparation of Seed Bed. Use a hydro-seeder capable of continuous agitation action to uniformly distribute the seed over the area. Add a 50 lb SFM, as a tracer for each 500 gal [1.9 cu. m] of water in the hydroseeder tank. Use flood type nozzles and Manufactures' recommended water volume. Once the seed has been added to the tank mixture a one-hour time limit is set for spreading the mixture on the soil. Once the one hour is passed the excess mixture must be discarded.

Do not field mix additives or components for stabilized fiber matrix, as this mulch is a pre-manufactured matrix. Apply stabilized fiber matrix at the targeted dry weight rate of 3000 lb per acre [3363 kg per Ha] and no later than 48 hours prior to rain. Adjustments made in the field based on site characteristics, soil conditions, and manufacturer recommendations.

D Measurement

The department will measure Hydroseeding by each square yard, acceptably completed and installed with uniform soil coverage.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Hydroseeding	SY

Payment is full compensation for furnishing all materials, seed, fertilizer, mulch, tackifiers, equipment and personnel to complete the installation of the hydroseeding. No added payment shall be made for extra slurry mix that is not installed or slurry mix that is not installed within the specified times listed above. No added payment shall be made for areas requiring repeat hydroseeding to establish proper vegetation.

65. Watermain Fittings, Item SPV.0195.01.

A Description

This special provision describes furnishing and placing all required fittings, including but not limited to -- bends, ells, crosses, tees, and mechanical joint restraints. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin.

B Materials

Fittings shall conform to AWWA C-110, C153 DI compact fittings, or ANSI A21.10. The fittings will also conform to Chapter 8.22.0 of the Standard Specifications for Sewer and Water Construction. Fittings shall be equipped to provide electrical continuity through use of a trade-marked method approved by the city. Use coated "Core Blue Bolts" on all mechanical joints.

C Construction

Install the fittings according to the pertinent requirements of Part IV of the Standard Specifications for Sewer and Water Construction.

D Measurement

The department will measure Watermain Fittings by the ton, acceptably completed. Provide a list of fittings and weight slips to the city after the fittings are installed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.01	Watermain Fittings	TON

Payment is full compensation for furnishing and installing watermain fittings.

66. 4' Diameter Sanitary Manhole, Item SPV.0200.01.

A Description

This special provision describes furnishing and constructing precast sanitary sewer manholes, of the size shown, including all excavating, backfilling, compacting, and testing, in the locations shown on the plans or as directed by the engineer in the field. The work shall conform to the current Standard Specifications for Sewer and Water Construction in Wisconsin.

B Materials

Provide sanitary manholes constructed of 48-inch diameter precast reinforced concrete rings with eccentric cone sections. Conform to ASTM C-478. Provide steps 16-inch on center. Join manhole sections using a ribbed rubber gasket in the bell riser and cone sections. Provide precast bases and flexible connectors for all connecting pipes. Provide boot type flexible connectors with stainless steel band seals. When pipe configuration precludes the use of factory fabricated connections, use water stops and hydraulic cement to waterproof the connection.

Use lift hooks or similar device. Lift holes will not be allowed.

Submit sanitary manhole shop drawings to engineer. Do not begin fabrication of sanitary manholes until shop drawings have been reviewed by engineer.

C Construction

Excavate as required to install manhole. Level base of excavation to provide a firm foundation for the precast bottom. Construct manhole according to Detail Drawing File No. 12 and No. 13 of the Standard Specifications for Sewer and Water Construction.

Install manhole sections using lift hooks or similar device. Installation using lift holes will not be allowed. Make sanitary manholes watertight, with no visible signs of leakage at the time of final inspection.

D Measurement

The department will measure 4' Diameter Sanitary Manhole by the vertical foot, acceptably completed. This measurement equals the height from the invert to the top of masonry. The casting will not be included as part of this bid item.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0200.01	4' Diameter Sanitary Manhole	VF

Payment is full compensation for furnishing all materials, including manhole sections, flexible connectors, joint material, concrete, and bedding stone; and for furnishing all excavation, dewatering, sewage pumping, backfilling, and compaction.

**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 4 (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 2 (number) TrANS Apprentice(s) be utilized on this contract.

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

1. Description

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

2. Definitions

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

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

3. DBE Percentage Required at Bid Submission

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

4. WisDOT Interpretation of Federal DBE Program Provision

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

a. Department's DBE Evaluation Process

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

b. Documentation Submittal

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

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

(1) **Bidder Meets DBE Goal**

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

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

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

c. **Bidder Fails to Submit Documentation**

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

5. Department's Criteria for Good Faith Effort

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

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

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

b. Prime Contractors should:

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

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

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

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

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

6. Use of Joint Checks

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

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

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

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

7. Bidder's Appeal Process

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

8. Department's Criteria for DBE Participation

Directory of DBE firms

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

9. Counting DBE Participation

Assessing DBE Work

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

10. Commercially Useful Function

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

11. Credit Evaluation for Trucking

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

12. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

c. Brokers, Transaction Expeditors, Packagers, Manufacturers Representatives

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

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

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

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

13. Credit Evaluation for DBE Primes

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

14. Joint Venture

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

15. Mentor Protégé

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

16. DBE Replacement or Termination

Contractual Requirement

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

Contractor Considerations

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

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

The Request to Replace or Terminate a DBE

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

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

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

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

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

Evaluation and Response to the Request

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

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

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

17. DBE Utilization beyond the approved DBE Commitment Form DT1506

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

- a. Send an email to the DBE Engineer at DBE_Alert@dot.wi.gov describing the work to be performed by the new DBE including the proposed schedule or duration, DBE name and contact information. You may also call the DBE Engineer at 414-659-0487 to notify him of the change verbally.

If the scope change added work for a participating DBE; list the date and reason for the scope change.

- b. Forward a complete, signed Attachment 'A' form to the DBE Office at DBE_Alert@dot.wi.gov. A complete Attachment A includes DBE contact information, signature, subcontract value and proper description of the work areas to be performed by the DBE.

The DBE office will confirm the DBE participation and revise the DT1506 based on the email/discussion and attach the new/revised Attachment A to the Contract record/documentation.

18. Contract Modifications

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

19. Payment

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

APPENDIX A

Sample Contractor Solicitation Letter Page 1

This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

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

All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

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

Prime Contractor's Contact Person

DBE Contractor Contact Person

 Phone: _____
 Fax: _____
 Email: _____

 Phone: _____
 Fax: _____
 Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

APPENDIX B

BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

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

Primes

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

DBE

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

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

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

APPENDIX D

Good Faith Effort Evaluation Guidance

Excerpt from Appendix A of 49 CFR Part 26

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

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

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

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

Appendix E

Small Business Network [SBN] Overview

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Release of Routine Retainage

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

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

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

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

ADDITIONAL SPECIAL PROVISION 6

ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

104.10.1 General

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

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

104.10.4.2 Payment for the CRI Work

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

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

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

Where:

NS = Net Savings

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

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

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

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

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

108.11 Liquidated Damages

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

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

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

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

203.3.2.2 Removal Operations

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

203.3.2.2.1 General

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

203.3.2.2.2 Deck Removal

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

203.5.1 General

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

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

415.2.3 Expansion Joint Filler

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

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

415.3.20 Filling Joints

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

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

415.5.1 General

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

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

440.3.4.2 Contractor Testing

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

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

502.2.7 Preformed Joint Filler

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

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

502.3.7.8 Floors

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

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

614.2.1 General

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

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

614.3.2.1 Installing Posts

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

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

614.5 Payment

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

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

641.2.9 Overhead Sign Supports

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

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

642.2.2.1 General

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

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

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

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

645.2.2.2 Geotextile, Type SAS (Subgrade Aggregate Separation)

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

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

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

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

645.2.2.4 Geotextile, Type DF (Drainage Filtration)

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

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

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

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

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

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

645.2.2.6 Geotextile, Type R (Riprap)

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

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

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	205 lb
Minimum puncture strength	ASTM D6241	400 lb
Minimum apparent breaking elongation	ASTM D4632	15%

Maximum apparent opening size	ASTM D4751	No. 30
Minimum permittivity	ASTM D4491	0.12 s ⁻¹

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

645.2.2.7 Geotextile, Type HR (Heavy Riprap)

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

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

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength, lb	ASTM D4632	305 lb
Minimum puncture strength, lb	ASTM D6241	500 lb
Minimum apparent breaking elongation, %	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	No. 30
Minimum permittivity	ASTM D4491	0.40, s ⁻¹

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

645.2.2.8 Geotextile, Type C (Modified SAS)

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

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

TEST	METHOD	VALUE ^[1]
Grab tensile strength, lb	ASTM D4632	205 lb
Puncture strength, lb	ASTM D6241	350 lb
Maximum apparent opening size	ASTM D4751	No. 50
Minimum permittivity	ASTM D4491	0.12 s ⁻¹

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

715.3.1.3 Department Verification Testing

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

- (1) The department will perform verification testing as specified in 701.4.2 with additional testing as required to obtain at least 1 verification test per lot for air content, slump, temperature, and compressive strength.

Errata

Make the following corrections to the standard specifications:

106.3.3.1 General

Correct errata by changing "acceptance" to "approval."

- (1) For manufactured products or assemblies, the department may base approval on a product certification or require both a product certification and production plant certification.
-

205.3.1 General

Correct errata by deleting paragraph three to reflect current practice to incorporate suitable materials.

- (3) Replace unsuitable material with satisfactory material. Trim and finish the roadway. Maintain the work done under 205 in a finished condition until acceptance.
-

521.2 Materials

Correct errata by deleting bullet three and including aluminum coated pipe in bullet one.

- (1) Furnish corrugated steel pipe and steel apron end walls as follows:
 - Corrugated steel culvert pipe, steel apron endwalls, aluminum coated corrugated steel culvert pipe, and other components conforming to AASHTO M36.
 - Polymer coated corrugated steel culvert pipe and pipe arch fabricated from zinc coated sheet steel conforming to AASHTO M218. Before fabrication, coat the sheets on both sides with polymer protective coating grade 250/250 according to AASHTO M246. Fabricate the pipe according to AASHTO M245.
-

614.3.2.2 Installing Rail

Correct errata for splice location and allow punching or drilling holes and slots.

- (1) Install rail with lap splices in the direction of traffic. Ensure that the number and dimensions of holes and bolts conforms to the plan details for new splices. Place the round head of bolts on the traffic side.
 - (2) Cut rails to length by shearing or sawing; do not use cutting torches. Drill or punch bolt holes and slots; ensure that they are burr free. After installation, cut anchor bolts that project more than one inch from the nut to 1/2 inch from the nut; deburr the threaded end of cut bolts.
-

618.1 Description

Correct errata by deleting designated detours from the scope of Maintenance and Repair of Haul Roads.

- (1) This section describes maintaining, repairing, and restoring all public roads, streets, drainage facilities, and other components used for hauling by contractor, subcontractor, or supplier to support work for a department contract to its pre-haul condition. Public roads and streets shall be limited to those not a part of the State Trunk Highway System and from now on called haul roads.

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to paul.ndon@dot.wi.gov within 5 days of payment receipt to be logged manually.

***Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>

(2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.

(4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Non-discrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective August 2015 letting

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc>

Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses*. “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses*. “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Effective with February 2017 Letting

**WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF
TRANSPORTATION AND SYSTEM DEVELOPMENT**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I.** Prevailing Wage Rates, Hours of Labor, and Payment of Wages
- II.** Payroll Requirements
- III.** Postings at the Site of the Work
- IV.** Wage Rate Distribution
- V.** Additional Classifications

**I. PREVAILING WAGE RATES, HOURS OF LABOR AND PAYMENT OF
WAGES**

The U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) attached hereto and made a part hereof furnishes the prevailing wage rates pursuant to Section 84.062 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 84.062, Stats. Apprentices shall be paid at rates not less than those prescribed in their apprenticeship contract.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 16.856 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly base rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half:

January 1

Last Monday in May

July 4

First Monday in September

Fourth Thursday in November

December 25

The day before if January 1, July 4 or December 25 falls on a Saturday, and

The day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, euclid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator **MUST** be paid separately for their driving and for the use of their truck.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truckdrivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 84.062 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

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

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

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

IV. WAGE RATE REDISTRIBUTION

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

V. ADDITIONAL CLASSIFICATIONS

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

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

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

General Decision Number: WI170010 10/06/2017 WI10

Superseded General Decision Number: WI20160010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
2	02/10/2017
3	02/24/2017
4	03/17/2017
5	03/31/2017
6	04/21/2017
7	04/28/2017
8	06/02/2017
9	06/23/2017
10	07/14/2017
11	07/21/2017
12	07/28/2017
13	08/11/2017
14	08/25/2017
15	09/08/2017
16	09/22/2017
17	10/06/2017

BRWI0001-002 06/01/2016

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.84	20.95

BRWI0002-002 06/01/2016		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.04	19.70

BRWI0002-005 06/01/2016		

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.07	20.51

----- BRWI0003-002 06/01/2016		
BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57
----- BRWI0004-002 06/01/2016		
KENOSHA, RACINE, AND WALWORTH COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 36.59	21.49
----- BRWI0006-002 06/01/2016		
ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.04	19.75
----- BRWI0007-002 06/01/2016		
GREEN, LAFAYETTE, AND ROCK COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.53	20.95
----- BRWI0008-002 06/01/2016		
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 36.98	20.62
----- BRWI0011-002 06/01/2016		
CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57
----- BRWI0019-002 06/01/2016		
BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 31.98	20.81
----- BRWI0034-002 06/01/2015		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.86	17.22
----- CARP0087-001 05/01/2016		
BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES		
	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 36.85	18.39
----- CARP0252-002 06/01/2016		

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

CARP0264-003 06/01/2016

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

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

CARP0361-004 05/01/2016

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 34.57	18.16

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIIVERMAN		
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.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular

rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

General Decision Number: WI170008 10/06/2017 WI8
Superseded General Decision Number: WI20160008
State: Wisconsin
Construction Types: Heavy (Sewer and Water Line and Tunnel)
Counties: Wisconsin Statewide.
TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS
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	04/14/2017
7	04/21/2017
8	04/28/2017
9	06/02/2017
10	06/23/2017
11	07/14/2017
12	07/21/2017
13	07/28/2017
14	08/11/2017
15	08/25/2017
16	09/08/2017
17	09/22/2017
18	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

BRWI0009-001 06/01/2016		
GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57

BRWI0011-002 06/01/2016		
CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57

BRWI0013-002 06/01/2016		
DANE, GRANT, IOWA, AND RICHLAND COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.49	20.99

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

BRWI0021-002 06/01/2015		

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.58	16.65

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

 CARP2337-003 06/01/2016

	Rates	Fringes
MILLWRIGHT		
Zone A.....	\$ 29.98	21.53
Zone B.....	\$ 29.98	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

 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, TREMPPEALEAU, VERNON, AND WASHBURN
 COUNTIES

	Rates	Fringes
Electricians:.....	\$ 33.01	19.69

 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(Wausuakee and area South thereof), OCONTO, MENOMINEE
 (East of a line 6 miles West of the West boundary of Oconto
 County), SHAWANO (Except Area North of Townships of Aniwa and
 Hutchins) COUNTIES

	Rates	Fringes
Electricians:.....	\$ 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
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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

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

ENGI0139-003 06/05/2017

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 39.72	20.95
Group 2.....	\$ 38.47	20.95
Group 3.....	\$ 37.17	20.95
Group 4.....	\$ 36.64	20.95
Group 5.....	\$ 34.57	20.95
Group 6.....	\$ 33.04	20.95

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; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum; Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE,
RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 39.19	21.30
Group 2.....	\$ 38.41	21.30
Group 3.....	\$ 37.46	21.30
Group 4.....	\$ 36.41	21.30
Group 5.....	\$ 35.01	21.30

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; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and/or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket); Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame and Winch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

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 TREMPLEALEU
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

LABO0113-004 06/05/2017

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut) Group 1.....	\$ 14.78	20.23

Group 2.....	\$ 17.05	20.23
Group 3.....	\$ 20.59	20.23
Group 4.....	\$ 29.96	20.23
Group 5.....	\$ 30.10	20.23
Group 6.....	\$ 30.16	20.23
Group 7.....	\$ 32.37	20.23
Group 8.....	\$ 35.19	20.23
Group 9.....	\$ 35.83	20.23

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc;
Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner;
Pipe Layer; Rock Driller and Joint Man; Timber Man and
Concrete Brusher; Bracer in Trench Behind Machine & Tight
Sheeting; Concrete Formsetter and Shoveler; Jackhammer
Operator

GROUP 9: Blaster

LABO0113-005 06/05/2017

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 21.45	20.23
Group 2.....	\$ 27.38	20.23
Group 3.....	\$ 29.94	20.23
Group 4.....	\$ 31.71	20.23

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30
lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation,
Wire Mesh and Reinforcement, Concrete Worker, Form
Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form
Setting, Patch Finisher, Bottom Man, Joint Sawyer, Gunnite
Man, Manhole Builder, Welder-Torchman, Blaster, Caulker,
Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher,
Raker and Luteman, Hydraulic Jacking of Shields, Shield
Drivers, Mining Machine, Lock Tenders, Mucking Machine
Operator, Motor Men & Gauge Tenders and operation of
incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

LABO0113-008 06/01/2017

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1.....	\$ 20.59	20.23

Group 2.....	\$ 30.10	20.23
Group 3.....	\$ 30.16	20.23
Group 4.....	\$ 32.37	20.23
Group 5.....	\$ 32.51	20.23
Group 6.....	\$ 35.19	20.23
Group 7.....	\$ 35.83	20.23

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner;
Mining Machine; Welder; Rock Driller; Concrete Buster; Jack
Hammer Operator; Caisson Worker; Pipelayer and Joint Man;
Bracerman

GROUP 7: Blaster

* LABO0113-009 06/01/2017

MILWAUKEE, OZAUCKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel -		
*COMPRESSED AIR 0 - 15 lbs.)		
Group 1.....	\$ 20.59	20.23
Group 2.....	\$ 30.10	20.23
Group 3.....	\$ 32.91	20.23
Group 4.....	\$ 33.71	20.23
Group 5.....	\$ 33.83	20.23
Group 6.....	\$ 36.53	20.23
Group 7.....	\$ 37.15	20.23

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

*Compressed Air 15 - 30 lbs add \$2.00 to all classifications

*Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder &
Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack
Hammer Operator; Caisson Worker; Pipelayer and Joint Man;
Bracerman; Nozzle Man on Gunite; Timber Man; Concrete
Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

LABO0140-005 06/05/2017

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA,
CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE,
FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA,
JACKSON, JEFFERSON, JUNEAU, LACROSSE, LAFAYETTE, LANGLADE,
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK,
PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER,
SHAWANO, SHEBOYGAN, TAYLOR, TREMPPEALEAU, VERNON, VILAS,
WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD

COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1.....	\$ 26.41	16.79
Group 2.....	\$ 28.26	16.79
Group 3.....	\$ 28.46	16.79
Group 4.....	\$ 29.21	16.79

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00,
15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form
Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man;
Joint Sawyer; Gunnite Man; Manhole Builder; Welder;
Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and
Car Pusher; Raker and Luteman; Hydraulic jacking of
shields, Shield Drivers; Mining Machine; Lock Tenders;
Mucking Machine Operators; Motor Men and Gauge Tenders;
Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LABO0464-002 06/05/2017

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.31	16.79
Group 2.....	\$ 28.51	16.79
Group 3.....	\$ 28.71	16.79
Group 4.....	\$ 29.46	16.79

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add
\$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete
Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man;
Joint Sawyer; Gunnite Man; Manhole Builder; Welder;
Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and
Car Pusher; Raker and Luteman; Hydraulic jacking of
shields, Shield Drivers; Mining Machine; Lock Tenders;
Mucking Machine Operators; Motor Men and Gauge Tenders;
Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

* LABO1091-010 06/05/2017

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1.....	\$ 26.10	16.75
Group 2.....	\$ 28.16	16.75
Group 3.....	\$ 28.36	16.75
Group 4.....	\$ 29.11	16.75

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:
0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add
\$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper;
Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man;
Joint Sawyer; Gunnite Man; Manhole Builder; Welder;
Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and
Car Pusher; Raker and Luteman; Hydraulic jacking of
shields, Shield Drivers; Mining Machine; Lock Tenders;
Mucking Machine Operators; Motor Men and Gauge Tenders;
Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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, TREMPLEAU, AND
VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK
COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2017

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

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

March 2017

**NOTICE TO BIDDERS
WAGE RATE DECISION**

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

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

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

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



Proposal Schedule of Items

Page 1 of 13

Proposal ID: 20171212020 Project(s): 9995-00-64

Federal ID(s): WISC 2018019

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	201.0120 Clearing	145.000 ID	_____.	_____.
0004	201.0220 Grubbing	145.000 ID	_____.	_____.
0006	204.0100 Removing Pavement	19,770.000 SY	_____.	_____.
0008	204.0110 Removing Asphaltic Surface	181.000 SY	_____.	_____.
0010	204.0150 Removing Curb & Gutter	514.000 LF	_____.	_____.
0012	204.0155 Removing Concrete Sidewalk	2,332.000 SY	_____.	_____.
0014	204.0165 Removing Guardrail	1,667.000 LF	_____.	_____.
0016	204.0210 Removing Manholes	10.000 EACH	_____.	_____.
0018	204.0215 Removing Catch Basins	34.000 EACH	_____.	_____.
0020	204.0245 Removing Storm Sewer (size) 01. 48-Inch	52.000 LF	_____.	_____.
0022	204.0245 Removing Storm Sewer (size) 02. 36-Inch	50.000 LF	_____.	_____.
0024	204.0245 Removing Storm Sewer (size) 03. 24-inch	79.000 LF	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 04. 21-Inch	15.000 LF	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 05. 18-Inch	64.000 LF	_____.	_____.
0030	204.0245 Removing Storm Sewer (size) 06. 15-Inch	77.000 LF	_____.	_____.



Proposal Schedule of Items

Page 2 of 13

Proposal ID: 20171212020 Project(s): 9995-00-64

Federal ID(s): WISC 2018019

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 07. 12-Inch	1,126.000 LF	_____.	_____.
0034	204.0245 Removing Storm Sewer (size) 08. 8-Inch	242.000 LF	_____.	_____.
0036	204.0291.S Abandoning Sewer	22.000 CY	_____.	_____.
0038	204.9090.S Removing (item description) 01. Concrete Barrier Temporary Precast Left In Place	63.000 LF	_____.	_____.
0040	204.9090.S Removing (item description) 02. Modular Block Retaining Wall	12.000 LF	_____.	_____.
0042	204.9105.S Removing (item description) 01. Traffic Signal, Flashing Light at Sta 5+75	LS	LUMP SUM	_____.
0044	205.0100 Excavation Common	16,207.000 CY	_____.	_____.
0046	209.1100 Backfill Granular Grade 1	5,526.000 CY	_____.	_____.
0048	213.0100 Finishing Roadway (project) 01. 9995-00-64	1.000 EACH	_____.	_____.
0050	305.0120 Base Aggregate Dense 1 1/4-Inch	8,144.000 TON	_____.	_____.
0052	415.0080 Concrete Pavement 8-Inch	17,634.000 SY	_____.	_____.
0054	415.4100 Concrete Pavement Joint Filling	19,828.000 SY	_____.	_____.
0056	415.5110.S Concrete Pavement Joint Layout	1.000 LS	_____.	_____.
0058	416.0160 Concrete Driveway 6-Inch	305.000 SY	_____.	_____.
0060	465.0105 Asphaltic Surface	165.000 TON	_____.	_____.



Proposal Schedule of Items

Page 3 of 13

Proposal ID: 20171212020 Project(s): 9995-00-64

Federal ID(s): WISC 2018019

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0062	465.0120 Asphaltic Surface Driveways and Field Entrances	51.000 TON	_____.	_____.
0064	520.8000 Concrete Collars for Pipe	13.000 EACH	_____.	_____.
0066	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	2.000 EACH	_____.	_____.
0068	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	3.000 EACH	_____.	_____.
0070	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1.000 EACH	_____.	_____.
0072	522.1027 Apron Endwalls for Culvert Pipe Reinforced Concrete 27-Inch	1.000 EACH	_____.	_____.
0074	601.0110 Concrete Curb Type D	13.000 LF	_____.	_____.
0076	601.0411 Concrete Curb & Gutter 30-Inch Type D	378.000 LF	_____.	_____.
0078	601.0452 Concrete Curb & Gutter Integral 30-Inch Type D	7,895.000 LF	_____.	_____.
0080	601.0584 Concrete Curb & Gutter 4-Inch Sloped 30-Inch Type TBT	20.000 LF	_____.	_____.
0082	601.0600 Concrete Curb Pedestrian	20.000 LF	_____.	_____.
0084	602.0405 Concrete Sidewalk 4-Inch	22,721.000 SF	_____.	_____.
0086	602.0515 Curb Ramp Detectable Warning Field Natural Patina	210.000 SF	_____.	_____.
0088	606.0300 Riprap Heavy	747.000 CY	_____.	_____.



Proposal Schedule of Items

Page 4 of 13

Proposal ID: 20171212020 Project(s): 9995-00-64

Federal ID(s): WISC 2018019

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	142.000 LF	_____.	_____.
0092	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	182.000 LF	_____.	_____.
0094	608.0321 Storm Sewer Pipe Reinforced Concrete Class III 21-Inch	183.000 LF	_____.	_____.
0096	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	240.000 LF	_____.	_____.
0098	608.0327 Storm Sewer Pipe Reinforced Concrete Class III 27-Inch	386.000 LF	_____.	_____.
0100	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	122.000 LF	_____.	_____.
0102	608.0348 Storm Sewer Pipe Reinforced Concrete Class III 48-Inch	52.000 LF	_____.	_____.
0104	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	989.000 LF	_____.	_____.
0106	611.0530 Manhole Covers Type J	18.000 EACH	_____.	_____.
0108	611.0535 Manhole Covers Type J-Special	9.000 EACH	_____.	_____.
0110	611.0603 Inlet Covers Type A-S	36.000 EACH	_____.	_____.
0112	611.1003 Catch Basins 3-FT Diameter	30.000 EACH	_____.	_____.
0114	611.1004 Catch Basins 4-FT Diameter	4.000 EACH	_____.	_____.
0116	611.2004 Manholes 4-FT Diameter	8.000 EACH	_____.	_____.
0118	611.2005 Manholes 5-FT Diameter	6.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 5 of 13

Proposal ID: 20171212020 Project(s): 9995-00-64

Federal ID(s): WISC 2018019

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	611.2006 Manholes 6-FT Diameter	2.000 EACH	_____.	_____.
0122	611.2007 Manholes 7-FT Diameter	2.000 EACH	_____.	_____.
0124	611.8110 Adjusting Manhole Covers	2.000 EACH	_____.	_____.
0126	614.2300 MGS Guardrail 3	631.000 LF	_____.	_____.
0128	614.2330 MGS Guardrail 3 K	1,260.000 LF	_____.	_____.
0130	614.2500 MGS Thrie Beam Transition	39.000 LF	_____.	_____.
0132	614.2610 MGS Guardrail Terminal EAT	3.000 EACH	_____.	_____.
0134	619.1000 Mobilization	1.000 EACH	_____.	_____.
0136	624.0100 Water	85.000 MGAL	_____.	_____.
0138	625.0100 Topsoil	7,306.000 SY	_____.	_____.
0140	628.1504 Silt Fence	2,707.000 LF	_____.	_____.
0142	628.1520 Silt Fence Maintenance	2,707.000 LF	_____.	_____.
0144	628.1905 Mobilizations Erosion Control	11.000 EACH	_____.	_____.
0146	628.1910 Mobilizations Emergency Erosion Control	5.000 EACH	_____.	_____.
0148	628.2002 Erosion Mat Class I Type A	491.000 SY	_____.	_____.
0150	628.6005 Turbidity Barriers	641.000 SY	_____.	_____.
0152	628.7005 Inlet Protection Type A	38.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20171212020 Project(s): 9995-00-64

Federal ID(s): WISC 2018019

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0154	628.7015 Inlet Protection Type C	57.000 EACH	_____.	_____.
0156	628.7020 Inlet Protection Type D	27.000 EACH	_____.	_____.
0158	628.7570 Rock Bags	85.000 EACH	_____.	_____.
0160	629.0210 Fertilizer Type B	0.300 CWT	_____.	_____.
0162	630.0140 Seeding Mixture No. 40	9.000 LB	_____.	_____.
0164	630.0200 Seeding Temporary	198.000 LB	_____.	_____.
0166	637.2210 Signs Type II Reflective H	324.000 SF	_____.	_____.
0168	638.2102 Moving Signs Type II	2.000 EACH	_____.	_____.
0170	638.2602 Removing Signs Type II	38.000 EACH	_____.	_____.
0172	638.3000 Removing Small Sign Supports	41.000 EACH	_____.	_____.
0174	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
0176	643.0300 Traffic Control Drums	1,875.000 DAY	_____.	_____.
0178	643.0410 Traffic Control Barricades Type II	1,905.000 DAY	_____.	_____.
0180	643.0420 Traffic Control Barricades Type III	5,700.000 DAY	_____.	_____.
0182	643.0705 Traffic Control Warning Lights Type A	13,230.000 DAY	_____.	_____.
0184	643.0900 Traffic Control Signs	14,110.000 DAY	_____.	_____.
0186	643.5000 Traffic Control	1.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20171212020 Project(s): 9995-00-64

Federal ID(s): WISC 2018019

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0188	645.0130 Geotextile Type R	285.000 SY	_____.	_____.
0190	645.0135 Geotextile Type SR	7,312.000 SY	_____.	_____.
0192	646.1020 Marking Line Epoxy 4-Inch	12,694.000 LF	_____.	_____.
0194	646.5020 Marking Arrow Epoxy	31.000 EACH	_____.	_____.
0196	646.5120 Marking Word Epoxy	3.000 EACH	_____.	_____.
0198	646.5220 Marking Symbol Epoxy	31.000 EACH	_____.	_____.
0200	646.6120 Marking Stop Line Epoxy 18-Inch	26.000 LF	_____.	_____.
0202	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	86.000 LF	_____.	_____.
0204	650.4000 Construction Staking Storm Sewer	58.000 EACH	_____.	_____.
0206	650.4500 Construction Staking Subgrade	3,932.000 LF	_____.	_____.
0208	650.5500 Construction Staking Curb Gutter and Curb & Gutter	441.000 LF	_____.	_____.
0210	650.7000 Construction Staking Concrete Pavement	3,932.000 LF	_____.	_____.
0212	650.8500 Construction Staking Electrical Installations (project) 01. 9995-00-64	LS	LUMP SUM	_____.
0214	650.9000 Construction Staking Curb Ramps	20.000 EACH	_____.	_____.
0216	650.9910 Construction Staking Supplemental Control (project) 01. 9995-00-64	LS	LUMP SUM	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0218	650.9920 Construction Staking Slope Stakes	3,932.000 LF	_____.	_____.
0220	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	4,685.000 LF	_____.	_____.
0222	654.0101 Concrete Bases Type 1	41.000 EACH	_____.	_____.
0224	654.0215 Concrete Control Cabinet Bases Type 9	2.000 EACH	_____.	_____.
0226	655.0610 Electrical Wire Lighting 12 AWG	3,690.000 LF	_____.	_____.
0228	655.0615 Electrical Wire Lighting 10 AWG	4,685.000 LF	_____.	_____.
0230	655.0620 Electrical Wire Lighting 8 AWG	9,370.000 LF	_____.	_____.
0232	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. LCC-A	LS	LUMP SUM	_____.
0234	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. LCC-B	LS	LUMP SUM	_____.
0236	690.0150 Sawing Asphalt	521.000 LF	_____.	_____.
0238	690.0250 Sawing Concrete	367.000 LF	_____.	_____.
0240	715.0415 Incentive Strength Concrete Pavement	5,290.000 DOL	1.00000	5,290.00
0242	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,000.000 HRS	5.00000	10,000.00
0244	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	1,320.000 HRS	5.00000	6,600.00
0246	SPV.0035 Special 01. Trench Excavation	6,800.000 CY	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0248	SPV.0035 Special 02. Trench Backfill	6,100.000 CY	_____.	_____.
0250	SPV.0035 Special 03. Rock Mulch	46.000 CY	_____.	_____.
0252	SPV.0060 Special 01. 8" x 6" Sanitary Wye	11.000 EACH	_____.	_____.
0254	SPV.0060 Special 02. 15" x 6" Sanitary Wye	5.000 EACH	_____.	_____.
0256	SPV.0060 Special 04. 6" Gate Valve & Box	8.000 EACH	_____.	_____.
0258	SPV.0060 Special 05. 8" Gate Valve & Box	5.000 EACH	_____.	_____.
0260	SPV.0060 Special 06. 10" Gate Valve & Box	10.000 EACH	_____.	_____.
0262	SPV.0060 Special 07. 6" Hydrant 7'-0" Bury	7.000 EACH	_____.	_____.
0264	SPV.0060 Special 08. 6" Hydrant 7' - 6" Bury	1.000 EACH	_____.	_____.
0266	SPV.0060 Special 09. 1" Service Tap	22.000 EACH	_____.	_____.
0268	SPV.0060 Special 10. 2" Service Tap	1.000 EACH	_____.	_____.
0270	SPV.0060 Special 11. 1" Curb Stop & Box	22.000 EACH	_____.	_____.
0272	SPV.0060 Special 12. 2" Curb Stop & Box	1.000 EACH	_____.	_____.
0274	SPV.0060 Special 13. 6" Watermain Tie In, Sta 0+85	1.000 EACH	_____.	_____.
0276	SPV.0060 Special 14. 8" Watermain Tie In, Sta 2+84	1.000 EACH	_____.	_____.
0278	SPV.0060 Special 15. 6" Watermain Tie In, Lester Street	1.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0280	SPV.0060 Special 16. 6" Watermain Tie In, Williams Street	1.000 EACH	_____.	_____.
0282	SPV.0060 Special 17. 2" Watermain Tie In, Burns Street	1.000 EACH	_____.	_____.
0284	SPV.0060 Special 18. 8" Watermain Tie In, Park Street	1.000 EACH	_____.	_____.
0286	SPV.0060 Special 19. 6" Watermain Tie In, North Raymond Street	1.000 EACH	_____.	_____.
0288	SPV.0060 Special 20. 8" Watermain Tie In, State Street	1.000 EACH	_____.	_____.
0290	SPV.0060 Special 21. 10" Watermain Tie In, Sta 39+76	1.000 EACH	_____.	_____.
0292	SPV.0060 Special 22. Connect to 8" Sanitary Sewer	3.000 EACH	_____.	_____.
0294	SPV.0060 Special 23. Connect to 15" Sanitary Sewer	1.000 EACH	_____.	_____.
0296	SPV.0060 Special 24. Connect to 18" Sanitary Sewer	1.000 EACH	_____.	_____.
0298	SPV.0060 Special 25. Connect to 6" Sanitary Lateral	16.000 EACH	_____.	_____.
0300	SPV.0060 Special 26. Connect to 1" Water Lateral	22.000 EACH	_____.	_____.
0302	SPV.0060 Special 27. Connect to 2" Water Lateral	1.000 EACH	_____.	_____.
0304	SPV.0060 Special 28. Posts U-Channel 14-FT	65.000 EACH	_____.	_____.
0306	SPV.0060 Special 29. Posts Round 12-FT	9.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0308	SPV.0060 Special 30. Concrete Bases Type 1 Modified	2.000 EACH	_____.	_____.
0310	SPV.0060 Special 31. Pedestal Bases Black	2.000 EACH	_____.	_____.
0312	SPV.0060 Special 32. Traffic Signal Standards Aluminum 10-FT Black	2.000 EACH	_____.	_____.
0314	SPV.0060 Special 33. Solar Powered Single Blinking Beacon	2.000 EACH	_____.	_____.
0316	SPV.0060 Special 34. Street Name Signs	9.000 EACH	_____.	_____.
0318	SPV.0060 Special 35. 4" Core and Seal	2.000 EACH	_____.	_____.
0320	SPV.0060 Special 36. Removing Sanitary Manholes	3.000 EACH	_____.	_____.
0322	SPV.0060 Special 37. Decorative Luminaire and Pole	41.000 EACH	_____.	_____.
0324	SPV.0060 Special 38. Lighting Control Cabinets 120/240 30-Inch Black	2.000 EACH	_____.	_____.
0326	SPV.0080 Special 01. Bulkhead Existing Pipes	250.000 ID	_____.	_____.
0328	SPV.0090 Special 01. 8" Sanitary Sewer SDR 35 PVC	1,351.000 LF	_____.	_____.
0330	SPV.0090 Special 02. 15" Sanitary Sewer SDR 35 PVC	888.000 LF	_____.	_____.
0332	SPV.0090 Special 03. 6" Sanitary Lateral SDR 40 PVC	441.000 LF	_____.	_____.
0334	SPV.0090 Special 04. Fill and Abandon 18" Sanitary Sewer	512.000 LF	_____.	_____.



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Contract Items

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0336	SPV.0090 Special 05. 6" Watermain Class 52 D.I.P. W/ Polywrap	203.000 LF	_____.	_____.
0338	SPV.0090 Special 06. 8" Watermain Class 52 D.I.P. W/ Polywrap	355.000 LF	_____.	_____.
0340	SPV.0090 Special 07. 10" Watermain Class 52 D.I.P. W/ Polywrap	3,900.000 LF	_____.	_____.
0342	SPV.0090 Special 08. 1" Water Lateral	567.000 LF	_____.	_____.
0344	SPV.0090 Special 09. 2" Water Lateral	35.000 LF	_____.	_____.
0346	SPV.0090 Special 10. Insulate Watermain and Water Services	295.000 LF	_____.	_____.
0348	SPV.0090 Special 11. 4" Intake Conduit SDR 40 PVC	271.000 LF	_____.	_____.
0350	SPV.0090 Special 12. 4" Sump Pump Line SDR 40 PVC	15.000 LF	_____.	_____.
0352	SPV.0090 Special 13. Concrete Curb & Gutter 24-Inch Type D	30.000 LF	_____.	_____.
0354	SPV.0120 Special 01. Water for Seeded Areas	163.000 MGAL	_____.	_____.
0356	SPV.0165 Special 01. Resetting Existing Brick Pavers	25.000 SF	_____.	_____.
0358	SPV.0180 Special 01. Hydroseeding	6,828.000 SY	_____.	_____.
0360	SPV.0195 Special 01. Watermain Fittings	4.250 TON	_____.	_____.
0362	SPV.0200 Special 01. 4' Diameter Sanitary Manhole	79.000 VF	_____.	_____.
Section: 0001			Total:	_____.

Total Bid: _____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE