

HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation
06/2017 s.66.0901(7) Wis. Stats

Proposal Number: **002**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Dodge	3803-00-65	WISC 2018081	C Beaver Dam, North Spring Street; W Maple Avenue To Mackie Street	LOC STR
Dodge	3803-00-66	N/A	C Beaver Dam, North Spring Street; W Maple Avenue To Mackie Street	LOC STR

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 Date: February 13, 2018 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time September 15, 2018	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 9 %	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work: Grading, Base, Concrete Pavement, Asphalt Pavement, Storm Sewer, Curb and Gutter, Concrete Driveway Sidewalk, Signs, Pavement Markings, Street Lighting, Traffic Signal Modifications, Sanitary Sewer, Water Main	For Department Use Only
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

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

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

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

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

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

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

Bidder

Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

Special Provisions

Table of Contents

Article	Description	Page #
1.	General.....	3
2.	Scope of Work.	3
3.	Prosecution and Progress.	3
4.	Traffic.	6
5.	Utilities.....	8
6.	Hauling Restrictions.....	11
7.	Public Convenience and Safety.	12
8.	Municipality Acceptance of Sanitary Sewer and Water Main Construction.....	12
9.	General Sanitary Sewer and Water Main Construction.....	12
10.	Municipality Acceptance of Street Lighting.....	13
11.	Street Lighting General.....	13
12.	Traffic Signals, General.....	14
13.	General Requirement for Electrical.....	14
14.	Dust Abatement.	14
15.	Notice to Contractor – Contamination Beyond Construction Limits.	14
16.	Coordination with Businesses and Residents.	15
17.	Work on Property Owned by JPMorgan Chase Bank.	15
18.	Clearing and Grubbing.....	16
19.	QMP Base Aggregate.	16
20.	Stamping Colored Concrete, Item 405.1000.....	25
21.	General Provisions for Storm Sewer.....	25
22.	Inlet Covers.....	26
23.	Removing Signs and Removing Small Sign Supports.....	26
24.	Temporary Pedestrian Surface Plywood, Item 644.1420.S.....	26
25.	Temporary Curb Ramp, Item 644.1601.S.....	27
26.	Temporary Pedestrian Safety Fence, Item 644.1616.S.....	28
27.	Salvaging and Reinstalling Existing Subsurface Black Gravel Soil Layer, Item SPV.0035.01.....	29
28.	Connection to Existing Electrical Circuit, Item SPV.0060.01.....	32
29.	Concrete Base Type 5, Modified Item SPV.0060.02.....	33
30.	Lighting Assembly Roadway Decorative 126W-LED, Item SPV.0060.03.....	33
31.	Removing Base, Pole & Luminaire, Item SPV.0060.04.....	34
32.	Install City Furnished Street Signs, SPV.0060.05.....	35
33.	Storm Sewer Tap, SPV.0060.06.....	36
34.	Sanitary Manhole, Item SPV.0060.07.....	36
35.	Sanitary Manhole Cover, Type J, Item SPV.0060.08.....	39
36.	Sanitary Wye 8-Inch Main, Item SPV.0060.09.....	40
37.	Corporation, Curb Stop & Box (Set), Item SPV.0060.10; Water Valve and Box 6-inch, Item SPV.0060.11; Water Valve and Box 10-inch, Item SPV.0060.12; Fire Hydrant, Item SPV.0060.13; Tees 10"x6"x10", Item SPV.0060.14; Crosses	

	10"x6", Item SPV.0060.15; Bend 45-Degree 4-Inch, Item SPV.0060.16; Bend 11.25-Degree 6-Inch, Item SPV.0060.17; Bend 45-Degree 6-Inch, Item SPV.0060.18; Bend 45-Degree 10-Inch, Item SPV.0060.19; Reducer 6"x4", Item SPV.0060.20; Fluorocarbon Gaskets 10-Inch, Item SPV.0060.26.....	42
38.	Utility Line Opening (ULO), Item SPV.0060.21.	47
39.	U-Channel Sign Post 12-FT, SPV.0060.22; 13-FT, SPV.0060.23; 14-FT, SPV.0060.24.	48
40.	Connect Private Storm Sewer Pipe, Item SPV.0060.25.	49
41.	Repair Existing Loop Detector, Item SPV.0060.27.....	50
42.	Sanitary Lateral 4-Inch or 6-Inch, Item SPV.0090.01; Sanitary Sewer Pipe 8-Inch, Item SPV.0090.03.	51
43.	Water Service (1-Inch to 2-Inch), Item SPV.0090.02; PVC Water Main 4-Inch, Item SPV.0090.04; PVC Water Main 6-Inch, Item SPV.0090.05; PVC Water Main 10-Inch, Item SPV.0090.06; Ductile Iron Water Main 10-Inch, Item SPV.0090.07.....	55
44.	PVC Storm Sewer Pipe 6-Inch, Item SPV.0090.08; PVC Storm Sewer Pipe 8-Inch, Item SPV.0090.09; PVC Storm Sewer Pipe 10-Inch, Item SPV.0090.10; PVC Storm Sewer Pipe 12-Inch, Item SPV.0090.11.....	62
45.	Removing Lighting Conduit & Wire, Item SPV.0105.01.	63
46.	Remove Existing Sanitary Structure, Item SPV.0105.02; Remove Existing Water Structure, Item SPV.0105.03.	64
47.	Rectangular Rapid Flashing Beacon (RRFB) With Pedestrian Activation SPV.0105.04.	65
48.	Repair Traffic Signal Conduit & Wiring, Item SPV.0105.05.....	69
49.	Excavation, Hauling, Dewatering and Disposal of Contaminated Soil, Item SPV.0195.01.	71

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 3803-00-65 and 3803-00-66, City of Beaver Dam, North Spring Street, W Maple Avenue to Mackie Street, Loc Str, Dodge County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2018 Edition, as published by the department, and these special provisions.

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

100-005 (20170615)

2. Scope of Work.

The work under this contract shall consist of grading, base aggregate dense, concrete pavement, concrete curb and gutter, concrete sidewalk, storm sewer, permanent signing, pavement marking, traffic signal advance detection modifications, traffic warning device (rectangular rapid flashing beacon assemblies), street lighting, sanitary sewer main and services, water main and services 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.

The engineer will issue the notice to proceed no sooner than May 1, 2018.

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.

No construction operations on North Spring Street, from Fourth Street to Mackie Street, may begin until at least June 4, 2018; however, construction operations on North Spring Street, from Maple Avenue to Fourth Street, may begin sooner than June 4, 2018 as long as the through vehicle traffic detour is installed and local access is maintained to the United States Post Office, Beaver Dam Middle School, and Fourth Street from North Spring Street.

Complete construction operations on North Spring Street to the stage necessary to reopen it to through traffic prior to 12:01 AM August 31, 2018. Do not reopen until completing the following work: All contract items except for Sod Lawn and Sod Water. These items may be completed under traffic to accommodate material availability and weather for optimum planting conditions.

Replace standard spec 108.10.2.2(1) as follows:

- (1) The engineer will award a time extension for severe weather on calendar day and completion date contracts. Submit a request for severe weather days if the number of adverse weather days, as defined in standard spec 101.3, exceeds the anticipated number of adverse weather days tabulated below.

Total Anticipated Adverse Weather Days for Each Calendar Month^[2]

Jan ^[1]	31	Aug	6
Feb ^[1]	28	Sept	7
Mar ^[1]	31	Oct	8
April	5	Nov 1 through 15	5
May	4	Nov 16 through 30 ^[1]	15
June	7	Dec ^[1]	31
July	6		

^[1] Includes an anticipated winter suspension from November 16 through March 31.

^[2] The number of days will be modified in the special provision for year-round and painting contracts.

If the contractor fails to complete the work necessary to reopen North Spring Street to through traffic prior to 12:01 AM North Spring Street, the department will assess the contractor \$1540 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, August 31, 2018. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

Hold prosecution and progress meetings at least twice per month. Invite City of Beaver Dam representatives to attend the prosecution and progress meetings, including area police and EMS services, as well as the United States Post Office and the Beaver Dam Unified School District. The prime contractor's superintendent or designated representative and

subcontractor's representatives for ongoing subcontract work or subcontractor work expected to begin within the next two weeks shall provide a written schedule of the next week(s)' operations. Provide begin and end dates of specific prime and subcontractor work operations. Review the contractor's schedule and subcontractors' schedule, traffic control staging, and evaluation of progress and pay items and other agenda items at the meeting. Review plans, schedule and specifications for upcoming work at this meeting.

A superintendent or designated representative from the prime contractor shall be available during all controlling work operations, including periods limited to only subcontractor work operations, to serve as a primary contact person and to coordinate all work operations.

The contractor is advised that there may be multiple mobilizations for such items as traffic control, signing and pavement marking items and other items related to the construction. The department will make no additional payment for said mobilizations.

Place base aggregate dense on the same day as excavation, and provide ramps to driveway and side road entrances by the end of each day. The cost of this work is included in the bid item that is being worked on at the time.

Protect all building faces from damage, dirt, and concrete. When doing work near buildings, put a shield (plywood, sheeting, etc.) up against the building to protect it. The cost of this work is included in the bid item that is being worked on at the time. Return the building face to its original condition if any damage occurs or if any dirt or concrete has adhered to the building face.

Do not commence utility work, disrupt a utility, or commence sidewalk construction in front of an entrance without notifying the property owner or business a minimum of 48 hours in advance. Do not shut off utilities or entrances to businesses during the business open times unless approved by the engineer.

Allow access for businesses, residents, garbage trucks, and postal services to be maintained to the greatest extent practicable during construction. Temporary business and residential access closures are allowed for up to 14 calendar days following the date of concrete pavement, curb/gutter, and/or driveway pours to allow for concrete curing time; however, stage construction in a manner to allow garbage trucks, postal, police and EMS services access to the project corridor during the concrete curing time period. Inform businesses and residents a minimum of 48 hours prior to closing their driveway access.

Northern Long-eared Bat (*Myotis septentrionalis*)

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

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

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

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

4. Traffic.

A General

Close North Spring Street to through traffic within the project limits while this project is under construction. Provide a through vehicle traffic detour.

Maintain the traffic signal operations at both Mackie Street and Maple Avenue during construction, except at Mackie Street when construction efforts require the signal to be taken out of service. When work is being done that affects loop detectors, close the leg where the loop detectors are impacted to outbound traffic until the loop detectors are restored.

Complete the loop work on the north leg (southbound traffic) of Maple Avenue within 7 calendar days and as described as follows in SPV.0060.27, Repair Existing Loop Detector. No other impacts to this signal are anticipated.

Close the south leg (northbound traffic) to northbound traffic at Mackie Street for the duration of the project. Bag the signal heads facing the south leg for the entire project duration. Disconnect the traffic signal loops for northbound traffic at the start of construction to avoid false calls impacting signal operations. Permit southbound traffic to enter the work zone to access the Post Office as described below. All traffic exits the Post Office onto Mackie Street. When the Mackie Street traffic signal is required to be taken out of service for excavation and paving operations, limit the shutdown to 21 calendar days. During this period, bag or cover all signal heads, and implement all-way stop control per the details provided in the plans.

Maintain local vehicular access at all times to all driveways and side roads throughout construction, except during paving and utility installation operations occurring in the immediate vicinity of the access point. When access must be limited due to construction

operations, notify the engineer, property owners, and occupants at least 48 hours prior to the beginning of the construction operation. Complete the work in a reasonable time and manner to resume access to the driveway or side road.

Maintain emergency vehicle access and delivery vehicle access at all times to all properties throughout construction; except during paving and utility installation operations occurring in the immediate vicinity of the property. When access must be limited due to construction operations, notify the police and fire departments, the engineer, property owners and occupants at least 48 hours prior to the beginning of the construction operation. Complete the work in a reasonable time and manner to resume access to the property.

Notify the property resident 5 calendar days in advance of driveway reconstruction to verify closure or staged driveway construction methods. Coordinate with each business for the best time to construct driveways and sidewalks so as not to interrupt business operations during open hours. Construct driveway approaches to commercial properties in stages if the property does not have an alternate access available so that at least one access is maintained to each business at all times.

Allow access for residents, garbage trucks, and postal services to be maintained to the greatest extent practicable during construction. Temporary property access closures are allowed for up to 14 calendar days following the date of concrete pavement, curb/gutter, and/or driveway pours to allow for concrete curing time; however, stage construction in a manner to allow garbage trucks, postal, police and EMS services access to the project corridor during the concrete curing time period. Inform residents a minimum of 48 hours prior to closing their driveway access.

Coordinate with the City of Beaver Dam to provide access for garbage collection. Contact Ritchie Piltz, Director of Facilities at (920) 887-4600, Ext. 326.

Provide pedestrian and vehicular access to the United States Post Office at all times during construction by staging construction operations as necessary. Coordinate pedestrian and vehicular access to the United States Post Office with the local Post Master.

Provide vehicular access to the Blue Boy store (northeast corner of Third Street) from both its existing access points from East Third Street at all times during construction. Coordinate vehicular access to the Blue Boy store with the property owner.

Use drums, barricades, flexible tubular markers, and safety fence to direct vehicular and pedestrian traffic in the work zone. Protect and delineate hazards such as open excavations, abrupt drop-offs, and exposed manholes, inlets, and hydrants, with wedged material, drums, barricades, and safety fence as shown in the plans, special provisions, or as directed by the engineer.

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

If Sod Lawn and/or Sod Water items are completed under traffic, implement traffic control according to S.D.D. 15D28, Traffic Control, Work on Shoulder or Parking Lane, Undivided Roadway and/or S.D.D. 15C12, Traffic Control for Lane Closure with Flagging Operation. Lane closures with flagging operations are not allowed during peak traffic hours of 7:00 AM to 9:00 AM and 3:00 PM to 5:00 PM.

B Notification-Street Closure

Notify the City of Beaver Dam Police Department, City of Beaver Dam Fire Department, Beaver Dam Community Library, City of Beaver Dam Director of Facilities and Engineering (Ritchie Piltz), United States Post Office, Beaver Dam Unified School District, and all other businesses/property owners/occupants within the project corridor a minimum of 14 calendar days prior to closing the street.

C Pedestrian Access

Maintain existing sidewalk to provide pedestrian access to the businesses and Beaver Dam Area Community Theater along the east side of the street between Maple Avenue and Third Street, as well as the United States Post Office at the southeast corner of Mackie Street, until removal is absolutely necessary. Sidewalk shall be replaced within seven calendar days of removal. Stage construction and provide pedestrian access to these businesses during normal business hours at all times during the construction.

If additional special pedestrian access needs are identified along the project, provide for that access as directed by the engineer.

5. Utilities.

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

All utilities within the construction limits of Project ID 3803-00-66 were coordinated under project ID 3803-00-65. There are no other known utility conflicts within the construction limits.

There are underground and overhead facilities located within the project limits. There are known utility adjustments required for the construction project. Prospective bidders are cautioned that the arrangements set forth in this article represent the utility companies' best estimate of their plans to relocate and/or adjust conflicting facilities. Frequently, the utility companies encounter problems that prevent them from meeting their anticipated schedules.

Alliant Energy (gas)

Alliant Energy gas has underground facilities along the west side of North Spring Street from Maple Avenue to Mackie Street. Crossings are located at Station 11+60, 12+20, 12+90, 14+00, 15+65, 17+90, and 22+00. Alliant Energy plans to discontinue all said facilities in place. A new gas main will be installed by directional drilling under the sidewalk along the east side of North Spring Street from Third Street going south to Station 12+85. A new gas main will be installed by directional drilling under the sidewalk along the east side of North

Spring Street from Third Street to Fourth Street, with five new services crossings being installed to the west side of North Spring Street. A new gas main will be installed by directional drilling under the sidewalk along the east side of North Spring Street from Fourth Street to East Mackie Street, continuing north across East Mackie Street, and then continuing west across North Spring Street. Any sidewalk disturbance resulting from the said relocation work will be restored by Alliant Energy. This work is anticipated to be completed prior to construction.

Alliant Energy (electric)

Alliant Energy has overhead crossings at Third Street, Fourth Street and Mackie Street. Alliant Energy plans to remove the existing utility pole at Station 17+80 Rt. This work is anticipated to be completed prior to construction.

AT&T (fiber optic and telecommunications)

AT&T has one duct package (consisting of four 4-inch PVC conduits) which contains fiber optic facilities and extends from beyond the south project limits to Station 13+75 LT, where it turns west onto private property. This duct package lies beneath the sidewalk and should be of sufficient depth as to avoid conflict. As such, it will remain in place during construction. AT&T does not need to be onsite to observe roadway construction in this area.

AT&T has one duct package (consisting of six to ten 4-inch clay tile and 4-inch PVC conduits) in the south bound traffic lane which contains fiber optic facilities and extends from beyond the south project limits to beyond the north limits of the project. This duct package is anticipated to be in conflict with both the grading and storm sewer work. As such, AT&T proposes to expose and lower/adjust this duct package for the entire project length in order to provide clearance. This work is proposed to begin two weeks prior to construction and take 28 calendar days to complete. Lane closures will be required and traffic control will be implemented accordingly. With specific regards to the said relocation work area(s), all lane closures and traffic control devices necessary to facilitate this work prior to roadway construction will be implemented and maintained by AT&T. Notify AT&T as soon as the roadway construction start date is known to avoid delays with the fiber optic facility relocation work.

AT&T has 4 manholes located near Station 13+75 LT, 14+35 LT, 14+60 LT and 21+30 LT which are anticipated to be in conflict with grading. As such, AT&T will lower and rebuild manhole roofs to provide clearance to roadway subgrade elevation. This lowering work will be conducted concurrent to the duct package adjustment noted above. The associated frames and covers for all manholes will require adjustment to meet final grade and will be coordinated at the time of paving. The contractor should contact AT&T 10 calendar days in advance and allow 3 calendar days to complete the frame adjustment work.

In addition, the AT&T manholes located near Station 13+75 LT and 14+60 LT lie in close proximity to proposed storm structures C, Cl, D, and D1. Use caution to maintain the integrity of the said AT&T manholes. Coordinate with the engineer to adjust plans as needed

to avoid any unanticipated utility conflicts with the proposed storm sewer. Coordinate with AT&T regarding specific clearance requirements for their manholes.

AT&T has (1) buried fiber cable along the west right-of-way line from the AT&T manhole near Station 14+60 LT to Station 17+80 where it turns east and crosses to private property. This cable is not anticipated to be in conflict with work and will remain in place during construction.

AT&T has (1) copper cable which crosses North Spring Street from the AT&T manhole near Station 13+75 LT to the southeast terrace of East Third Street and continues east beyond the project limits. This cable is anticipated to be in conflict with proposed grading and storm sewers. As such, AT&T proposes to expose and lower/adjust this cable during construction after the roadway is closed and pavement is removed. The contractor should contact AT&T 7 calendar days in advance to coordinate the work and allow five calendar days to complete the work.

Beaver Dam Unified School District (fiber optic)

Beaver Dam Unified School District (BDUSD) has (1) 2" fiber optic facility duct located along the west side of North Spring Street, from Third Street to Mackie Street. The fiber optic facility is located approximately 4 feet easterly of the front edge of existing sidewalk. Conflicts are anticipated with the fiber optic facility from Station 14+45 to Station 20+12. BDUSD will relocate the fiber optic facility using directional bore construction methods between the said station markers prior to the start of roadway construction. The fiber optic facility will be relocated underneath the existing sidewalk located along the west side of North Spring Street. To accommodate the fiber optic facility relocation work, it is anticipated that several existing sidewalk squares will be removed and temporarily restored by BDUSD with cold mix asphalt pavement. Appropriate traffic control measures will be installed and maintained by BDUSD during the fiber optic facility relocation process. It is anticipated that the said fiber optic facility relocation work will be completed within 7 to 14 calendar days, and will start 4 weeks prior to the anticipated roadway construction start date. Notify BDUSD as soon as the roadway construction start date is known to avoid delays with the fiber optic facility relocation work.

BDUSD also has two fiber optic facility crossings of North Spring Street located at Station 14+45 and Station 20+12, which will require relocation work to be completed concurrently with roadway construction in order to lower the fiber optic facilities in place by open cut construction methods. Fiber optic facility relocation can commence after the existing roadway pavement has been removed. It is anticipated that the said fiber optic facility relocation work will be completed within seven calendar days. Notify BDUSD one week in advance to coordinate said fiber optic facility relocation work. With specific regards to the said relocation work area(s), all traffic control devices necessary to facilitate this work during roadway construction and to accommodate the pedestrian/vehicle access requirements of these special provisions will be furnished and maintained by BDUSD.

Charter Communications (cable television)

Charter Communications has overhead facility crossings located at Third Street and Fourth Street, which are both located on Alliant Energy's poles. No conflicts with the overhead facility crossing at Third Street is anticipated. With the removal of the existing utility pole at Station 17+80 RT, Charter Communications plans to bury their facility crossing at Fourth Street. This work is anticipated to be completed prior to construction.

City of Beaver Dam (Sanitary Sewer, Water Main)

The City of Beaver Dam has existing sanitary sewer located along the centerline of North Spring Street from Maple Avenue to Mackie Street, with crossings at Third Street and Fourth Street. Replace sanitary sewer main and sanitary laterals within the project limits under this contract.

The City of Beaver Dam has existing potable water main and raw water main located along the east side of North Spring Street from Maple Avenue to Mackie Street, with crossings at Third Street and Fourth Street. Replace potable water system mains and water services within the project limits under this contract. Work around the raw water main to keep said main in service throughout construction under this contract.

City of Beaver Dam (Street Lighting)

The City of Beaver Dam has existing light poles located in the street terrace areas along North Spring Street. Salvage existing light poles to the City of Beaver Dam as indicated in these special provisions. Replace street lighting system within the project limits under this contract.

6. Hauling Restrictions.

At all times, conduct operations in a manner that will cause a minimum of inconvenience to the free flow of traffic on adjacent and intersecting streets. Hauling vehicles shall only use engineer-approved ingress and egress locations. Use only City of Beaver Dam designated truck routes for material haul roads. Haul roads are detailed in standard spec 618. Contact Ritchie Piltz, Director of Facilities and Engineering at (920) 887-4600, Ext. 326, for information on the City of Beaver Dam designated truck routes.

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

7. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

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

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

Beaver Dam Utilities personnel or its designated representatives will observe and inspect the construction of the sanitary sewer and water main under this contract. Perform compliance testing in the presence of Beaver Dam Utilities personnel or its designated representatives. Final acceptance of the sanitary sewer and water main construction will be by the Beaver Dam Utilities personnel.

9. General Sanitary Sewer and Water Main Construction.

Complete all sanitary sewer and water main construction work according to these special provisions and the "Standard Specifications for Sewer and Water Construction in Wisconsin", latest edition and all amendments to date thereto. For all sanitary sewer and water main work, these Special Provisions shall govern over the "Standard Specifications for Sewer and Water Construction in Wisconsin", both of which shall also govern over the State of Wisconsin Standard Specifications for Highway and Structure Construction.

If there is a discrepancy or conflict between the Standard Specifications for Sewer and Water Construction in Wisconsin and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Beaver Dam Utilities or its designated representative will provide construction staking of the sanitary sewer and water main facilities. The contractor shall be responsible for the cost of any extra staking required and/or replacement of any stakes negligently disturbed. Notify Beaver Dam Utilities or its designated representative at least three working days prior to the need for construction staking. The following staking will be provided.

Sanitary Sewer: One offset hub will be set for each manhole along with offset hubs at 0+25, 0+50, 1+00, 2+00, 3+00, etc. along the length of the pipe run between manhole structures. The offset distance shall be mutually agreed upon by the contractor and Utilities. Beaver Dam Utilities or its designated representative will prepare a cut sheet for the contractor. The cut sheet will show the elevations of the offset hubs relative to the corresponding manhole and pipe elevations.

Water Main: One offset hub will be set for each hydrant, tee, cross, valve, horizontal bend point or vertical bend point. The offset distance shall be mutually agreed upon by the contractor and Utilities. Beaver Dam Utilities or its designated representative will prepare a cut sheet for the contractor. The cut sheet will show the elevations of the offset hubs relative to the corresponding structure elevations.

10. Municipality Acceptance of Street Lighting.

The City of Beaver Dam personnel or its designated representatives will observe and inspect the construction of the street lighting system under this contract. Perform compliance testing in the presence of city personnel or its designated representatives. Final acceptance of the street lighting construction will be by the City of Beaver Dam.

11. Street Lighting General.

The work includes labor, material, equipment, utilities, transportation, and equipment to install a complete street lighting system including in part; control cabinets, lighting controls, wiring, conduits, concrete light bases, poles, mast arms, luminaires and other related equipment, ready to use and acceptable to the City of Beaver Dam. Visit the site and review the existing electrical service equipment prior to submitting a bid for this work. The street lighting work shall include all wiring and equipment required to properly install a complete working system. The intent of the drawings and specifications is to obtain a complete street lighting system; tested, adjusted and ready for operation. Incidental data not usually shown or specified, but necessary for proper installation and operation, shall be included.

The work shall conform to the latest editions of the National Electrical Code. Check, verify, and coordinate the work with drawings and specifications for other trades under this contract. Include all modifications, relocations or adjustments necessary to coordinate and complete work or to avoid interference with other trades. Information given herein and on drawings is as exact as could be secured but is not guaranteed. Do not scale drawings for exact dimensions.

The electrical supplier is Alliant Energy. Coordinate electrical service construction and equipment sizing with Alliant Energy to ensure that their standards are met.

Prior to ordering any street lighting equipment, submit product literature and catalog cuts of materials and equipment to the City of Beaver Dam to verify conformance with current local standards.

Install lighting conduit a minimum of 24-inches and a maximum of 36-inches below finished top of curb grade in the street terrace locations and have a minimum conduit cover of 6-inches below the sub-grade elevation at all roadway crossings. All entrance and exit conduits to pole bases and the control cabinets shall be long radius sweep elbows.

Complete all tests required by the Code prior to energizing the circuits. The contractor shall be present at the time the circuits are energized. Immediately correct any failures detected upon the application of electrical current.

12. Traffic Signals, General.

Perform all traffic signal work according to the plans and execute as specified in the standard specifications, standard spec 651 through 670, and these special provisions.

Work items shall be considered incidental to construction if not specifically listed on the unit price schedule, including, but not limited to removal of existing conduit and connecting conduit into existing pull boxes.

All underground conduit and concrete base forms shall be inspected by the engineer before any trench is backfilled or concrete is poured. Any work completed without such inspection is subject to rejection as unacceptable work and shall be immediately removed and replaced or otherwise satisfactorily corrected by and at the expense of the contractor. Arrange for the said inspection. There will not be any additional compensation to the contractor for delays and inconveniences associated with arranging and waiting for inspections.

Note that failure to comply with the standards and specifications may result in the cost of the corrections to be made at the contractor's expense.

13. General Requirement for Electrical.

The approved products list is located at:

<http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/prods/qpl.aspx>

14. Dust Abatement.

Supplement standard spec 104.61 with the following:

Dry brooming of the pavement will not be allowed.

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

The cost of the dust abatement described above is incidental to the contract.

15. Notice to Contractor – Contamination Beyond Construction Limits.

At 501 North Spring Street (i.e., the northeast corner of the intersection of Mackie Street and North Spring Street) is a closed leaking underground storage tank (LUST) with residual soil and groundwater contamination. Records indicate this address is a former filling station with soil and groundwater contamination that extends into the North Spring Street right-of-way.

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

The Hazardous Materials Report is available by contacting: Mike Novey, DAAR, 151 E. Cook Street, Portage, WI 53901, (608) 566-1370, mike.novey@daarcorp.com.

16. Coordination with Businesses and Residents.

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week prior to the start of work under this contract and hold two meetings per month thereafter. The department will arrange for a suitable location for the meeting(s) that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for the meeting(s). The contractor shall schedule the meeting(s) with at least 2 weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

17. Work on Property Owned by JPMorgan Chase Bank.

The Temporary Limited Easement for Parcel 2 of the plat includes the right to construct, cut, and/or fill slopes, including for such purpose the right to operate necessary equipment thereon, and the right of ingress and egress, as long as required for such public purpose including the right to preserve, protect, remove or plant thereon any vegetation deemed necessary or desirable.

Do not park or store construction vehicles or equipment on the property at any time.

In order to facilitate coordination of the parties' respective uses of the property subject to the Easement and, to the extent practicable, minimize disruption of business activities on the property, provide Owner not less than 48 hours written notice prior to any entry onto property to conduct any activities that would result in disturbance of its property, such notice to be provided to:

JPMorgan Chase Bank, National Association
c/o Caroline Reimer, Facility Manager
Phone: (262)-783-3866
Email: caroline.reimer@jpmchase.com

JPMorgan Chase Bank, National Association
c/o Christine Kovalcik, Asset Manager
Phone: (810)-237-3963
Email: christine.m.kovalcik@jpmchase.com

Maintain, at all times during any construction to be done during the term of this Easement, contractor's public liability insurance providing for a limit of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000) for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence, and regular contractor's property damage liability insurance providing for a limit of not less than FIFTY THOUSAND AND NO/00 DOLLARS (\$50,000) for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limitation per occurrence, a total or aggregate limit of ONE HUNDRED THOUSAND (\$100,000) for all damages arising out of injury to, or destruction of, property during the policy period, or the minimum coverage that may be required from contractors from time to time by licensee. Add Owner as an additional insured party on the afore-stated policies, as to the property, during the time period of the construction activity on the property.

Once the contractor has commenced construction of the improvements in the Easement, diligently pursue such improvements to completion. Perform all improvements in the Easement in a good and workmanlike manner. If applicable, upon completion of the construction and installation of the improvements, the contractor shall, at its sole cost and expense, promptly replace and restore any structures, improvements and/or landscaping that have been relocated, removed or damaged during the construction period and shall restore property to as good or better condition than prior to such construction.

The cost of all coordination to work on property owned by JPMorgan Chase Bank as described above is incidental to the contract.

18. Clearing and Grubbing.

Supplement standard spec 201.3 with the following:

(17) All trees that are removed from the project area shall not be transported outside of Dodge County, Wisconsin to prevent the potential for spreading the Emerald Ash Borer beetle. Comply with all state and federal regulations regarding the removal of any ash trees from the project area.

19. QMP Base Aggregate.

A Description

A.1 General

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.

- (2) Conform to standard spec 301, standard spec 305, and standard spec 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed and paid for under the Aggregate Detours, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
 1. Production and placement control and inspection.
 2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at: <http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/rdwy/default.aspx>

A.2 Small Quantities

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

A.2.1 Quality Control Plan

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

A.2.2 Contractor Testing

1.

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

^[1] Submit production test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.

^[2] If the actual quantity overruns 6,000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.

- [3] If the actual quantity overruns 9000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
 - [4] For 3-inch material or lift thickness of 3-inch or less, obtain samples at load-out.
 - [5] Divide the aggregate into uniformly sized sublots for testing
- 2. Stockpile testing for concrete pavement recycled in place will be sampled on the first day of production.
 - 3. Until a four point running average is established, individual placement tests will be used for acceptance. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
 - 4. Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

A.2.3 Department Testing

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

B Materials

B.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not place base before the engineer reviews and comments on the plan. Construct the project as that plan provides.
- (2) Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in each of the contractor's laboratories as changes are adopted. Ensure that the plan provides the following elements:
 - 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
 - 2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
 - 3. A list of source and processing locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
 - 4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.
 - 5. Descriptions of stockpiling and hauling methods.

6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

B.2 Personnel

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

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

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

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

B.3 Laboratory

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

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

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

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

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

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

B.4.3 Control Charts

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

B.5 Contractor Testing

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

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

B.6 Test Methods

B.6.1 Gradation

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

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

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

B.8 Department Testing

B.8.1 General

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

B.8.2 Verification Testing

B.8.2.1 General

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

B.8.3 Independent Assurance

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

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

B.9 Dispute Resolution

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

C (Vacant)

D (Vacant)

E Payment

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

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

stp-301-010 (20170615)

20. Stamping Colored Concrete, Item 405.1000.

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

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

- (1) Supply the City of Beaver Dam with a sample of the stamping pattern to be used on the concrete sidewalk. The pattern shall be similar to the pattern used for work previously completed by others on the adjacent 100 block of North Spring Street.

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

- (1) Color concrete full-depth conforming to standard spec 405.3.1
- (2) Supply the City of Beaver Dam with a sample of the stamping pattern to be used on the concrete sidewalk. The pattern shall be similar to the pattern used for work previously completed by others on the adjacent 100 block of North Spring Street.

21. General Provisions for Storm Sewer.

Construct all round and elliptical shape storm sewers and catch basins, manholes, and inlets according to the pertinent provisions of standard spec 608, 610 and 611 as shown on the plans, and as follows.

Use precompressed butyl gasket between the storm inlet, inlet casting, and all adjustment rings. Mortar shall not be used between these structures for adjustment, however mortar shall be used to provide a smooth trowel type finish to the interior surface of the joints between the manhole, adjusting rings and casting.

Install concrete mortar between the pipe and the manhole cut-out to the satisfaction of the engineer so as to fill any gaps and finish the interior flowline of the manhole.

Seal the joints for reinforced concrete pipe with either mastic or internal rubber gaskets as described in standard spec 607.3.4. The use of mortar as a pipe joint method is prohibited.

Dewatering trenches shall be incidental to the unit price for all storm sewer pipe installation.

Do not use station and offset for inlet structures, as given on the storm plans, for final layout of the structure. Determine the curb line in the area of the inlet prior to pouring or setting the inlet structure to assure proper location of the inlet relative to the curb line.

22. Inlet Covers.

Supplement standard spec 611.3.6.1 with the following:

Inlet Covers Type H and H-S will be required to have the wording “DUMP NO WASTE, DRAINS TO LAKE” on the curb head portion of the casting. It is required that the lettering be a minimum 2 inches in height. The lettering must also be raised a minimum of 1/8 inch, but not exceed ¼ inch above the curb head. Lettering will be read from the street.

23. Removing Signs and Removing Small Sign Supports.

Replace standard spec 638.3.4(2) with the following:

Return Type II signs and sign supports to the city garage, 640 S. Center Street, Beaver Dam, WI. Prior to delivery, contact Ritchie Piltz, Director of Facilities and Engineering at (920) 887-4600, Ext. 326 to schedule delivery and to allow city personnel to inspect the materials and determine which are suitable to be delivered. Remove any signs and sign supports the city does not want and all other material from the right-of-way and dispose of them.

24. Temporary Pedestrian Surface Plywood, Item 644.1420.S.

A Description

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

B Materials

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

- Pressure treated 2x4 framing lumber, pressure treated 3/4-inch plywood with skid resistant surface coating, and weather resistant deck screws 3-1/2-inch minimum for framing and 1-5/8-inch minimum for plywood.

C Construction

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

Provide a firm, stable, and slip-resistant surface layer with vertical joints no higher than ¼ inch and horizontal joints no wider than 1/2 inch. Sheet materials up to 1 inch thick may be lapped if the edge is beveled at 45 degrees or flatter. Asphalt may also be used to ramp up to materials up to 1 inch thick. Construct conforming to the following:

- Framed plywood panels 4 feet wide with a skid resistant surface coating.

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

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

D Measurement

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

E Payment

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

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

Payment is full compensation for providing, maintaining, and removing temporary pedestrian surface.
stp-644-010 (20150630)

25. Temporary Curb Ramp, Item 644.1601.S.

A Description

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

B Materials

Furnish materials as follows:

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

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

C Construction

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
644.1601.S	Temporary Curb Ramp	EACH

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

stp-644-020 (20150630)

26. Temporary Pedestrian Safety Fence, Item 644.1616.S.**A Description**

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

B Materials

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

Furnish select 2x4 dimensional lumber.

Furnish fence fabric meeting the following requirements.

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

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

C Construction

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

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

D Measurement

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

E Payment

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

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

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

27. Salvaging and Reinstalling Existing Subsurface Black Gravel Soil Layer, Item SPV.0035.01.

A Description

A.1 General

This special provision describes salvaging and reinstalling the existing subsurface black gravel soil layer according to the pertinent provisions of standard spec 205 and as hereinafter provided.

A.2 Notice to the Contractor – Contaminated Soil Location

The department completed testing for soil contamination for locations within this project where excavation is required. Testing indicated that soil contaminated with Polynuclear Aromatic Hydrocarbons (PAHs), such as benzo(a)pyrene and benzo(b)fluoranthene, are present at the following location:

1. Station 10+93 at 20 feet RT of centerline

It was determined that an existing subsurface black gravel soil layer, observed from 6 to 18 inches below existing surface grade, is the likely source of the PAHs. The existing subsurface black gravel soil layer may be widespread throughout the project corridor, as the layer was also observed at the following locations and depths:

1. Station 14+99 at 8 feet RT of centerline, 4 to 8 inches below existing surface grade
2. Station 15+40 at 8 feet RT of centerline, 4 to 10 inches below existing surface grade

Consider the existing subsurface black gravel soil layer a waste and handle by salvaging the said soil layer, stockpiling the material off site, and reinstalling the material directly below the breaker run layer of the new roadway section.

Manage all existing subsurface black gravel soil materials salvaged from this project according to this special provision.

The excavation management plan for this project has been designed to minimize the offsite treatment or disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR concurrence letter is on file at the Wisconsin Department of Transportation.

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

Name: Travis Bueros, P.E.
Address: WisDOT, 3550 Mormon Coulee Rd, La Crosse, WI 54601
Phone: (608) 245-2627
E-mail: travis.bueros@dot.wi.gov

A.3 Coordination

Coordinate work under this contract with the environmental consultant:

Consultant: MSA Professional Services, Inc.
Address: 1230 South Boulevard, Baraboo, WI 53913
Contact: Brad Kraemer, P.G.
Phone: (608) 355-8891
Fax: (608) 356-2770
E-mail: bkraemer@msa-ps.com

The role of the environmental consultant will be limited to:

1. Assisting the contractor with identifying the location and limits of the existing subsurface black gravel soil layer to be salvaged based on soil analytical results from previous investigations and visual observations.
2. Documenting that activities associated with management of the existing subsurface black gravel soil layer are in conformance with the existing subsurface black gravel soil layer management methods for this project as specified herein.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities to the environmental consultant. Also notify the environmental consultant at least three calendar days prior to commencement of excavation activities.

Coordinate with the environmental consultant to ensure that the contaminated materials are properly salvaged, stockpiled and reinstalled. Perform salvaging and stockpiling of the contaminated materials on a continuous basis until excavation work is completed.

A.4 Health and Safety Requirements

Add the following to standard spec 107.1:

During excavation activities, expect to encounter soil contaminated with PAHs or potentially other petroleum related products. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the

Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

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

B Materials

Salvaged material shall consist of the existing subsurface black gravel soil layer.

C Construction

Remove the existing pavement surface to full depth. The depth of pavement varies and extreme care shall be taken to prevent penetration into the underlying gravel layer of the roadway.

Identify the extents of existing subsurface black gravel soil layer and salvage the layer to full depth. If the existing subsurface black gravel soil layer is encountered below the proposed roadway subgrade depth and will remain undisturbed by underground utility construction, it may be compacted and left in place. Haul and stockpile the salvaged material off site to the City of Beaver Dam municipal parking lot located in the 100 block of Henry Street, near the northeast quadrant of the intersection of South Spring Street and Henry Street in the City of Beaver Dam. Comply with all general storage requirements listed in Wisconsin Administrative Code NR 718.05(2), including but not limited to impervious base, cover and anchoring, surface water control, inspections, and notifications. Coordinate stockpile location at municipal lot with City of Beaver Dam Director of Facilities and Engineering, Ritchie Piltz. Clean up and restore municipal lot to equal or better condition than before construction, after stockpile has been removed.

Excavate below subgrade of new roadway pavement structure, reinstall all salvaged material, shape, and compact in place. Reinstall all salvaged material directly below the breaker run layer of the new roadway section.

D Measurement

The department will measure Salvaging and Reinstalling Existing Subsurface Black Gravel Soil Layer by the cubic yard, acceptably completed by excavation from its original position into the haul vehicle. The engineer will determine the capacity of each haul vehicle to the nearest whole cubic yard. The measured quantity for Salvaging and Reinstalling Existing Subsurface Black Gravel Soil Layer acceptably completed shall be deducted from the plan cut quantity for Common Excavation 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	Salvaging and Reinstalling Existing Subsurface Black Gravel Soil Layer	CY

Payment is full compensation for identifying, salvaging, hauling, stockpiling, reinstalling, shaping, and compacting the existing subsurface black gravel soil layer, as well as complying with all general storage requirements, coordinating stockpile location, and restoring municipal lot after stockpile has been removed. Payment for excavating below subgrade will be made at the contract unit price under the Common Excavation bid item.

28. Connection to Existing Electrical Circuit, Item SPV.0060.01.

A Description

Make connections for the new street lighting system as necessary to join with the existing street lighting system.

B Materials

Furnish materials as required to properly install a complete working system. Include incidental items not usually shown or specified, but necessary for proper installation and operation.

C Construction

This work includes connection of the new lighting circuits to the existing lighting circuit at the following locations.

1. At approximately Station 11+00, 23.5' left, connect to the existing lighting conduit stub plus connect to the existing lighting circuit at the pull box located nearby at approximately Station 10+93, 23.5' left. The intent is to connect the new electrical circuit for the street lights along N. Spring Street to the existing electrical feed at this location.
2. At approximately Station 21+84, 61.5' left, connect to the existing lighting conduit stub located at the base of the nearby control cabinet plus connect the new electrical circuits to existing circuit breakers located inside the control cabinet. The intent is to connect the new electrical circuits to the existing electrical feed at this location.

D Measurement

The department will measure Connection to Existing Electrical Circuit by the unit for each circuit connection, approved by the City of Beaver Dam, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Connection to Existing Electrical Circuit	EACH

Payment is full compensation for providing all equipment and materials; furnishing and installing all other materials to complete the installation of the lighting system.

29. Concrete Base Type 5, Modified Item SPV.0060.02.

A Description

Construct a modified Type 5 base according to standard spec 654 and as detailed in the plan.

B Materials

Furnish materials according to standard spec 654.2

C Construction

Construct Concrete Base Type 5, Modified according to the plan details and standard spec 654.3. Install the anchor bolts as per the recommendations of the manufacturer for the decorative street lights.

D Measurement

The department will measure Concrete Base Type 5, Modified by the unit for each base, approved by the City of Beaver Dam, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Concrete Base, Type 5 Modified	EACH

Payment is full compensation for providing all materials; for excavating; backfilling and properly disposing of surplus material; for constructing; for removing; and for restoring the work site.

30. Lighting Assembly Roadway Decorative 126W-LED, Item SPV.0060.03.

A Description

Furnish and install poles, luminaries, arms, and base covers, and install pole wiring and appurtenances for lighting at the locations as shown on the plans, according to the requirements of the plans, the standard specifications, and as hereinafter provided.

B Materials

The lighting assembly shall be:

Sternberg Lighting
555 Lawrence Avenue
Roselle, IL 60172
Telephone: (847) 588-3400
Website: www.sternberglighting.com

Model Number (126W-LED luminaire, pole and mast arm) = 1-1521RLED/FLD/AHS-S/CA6/2024T7/8ARC45T3-MDL/GFI20-LPIUC/BK

Furnish and install the pole wiring, fusing, connections, and circuit tags according to the standard detail drawing Non-Freeway Lighting Unit Pole Wiring.

C Construction

Assemble and install the lighting unit according to the manufacturer's instructions. Install the lighting assembly on a concrete base and provide pole wiring and all necessary miscellaneous materials required for a complete operating lighting unit.

D Measurement

The department will measure Lighting Assembly Roadway Decorative 126W-LED, by each unit, in place, connected for service, approved by the City of Beaver Dam, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Lighting Assembly Roadway Decorative 126W-LED	EACH

Payment is full compensation for providing all equipment and materials; and for furnishing and installing all other materials to complete the installation of the lighting assembly.

31. Removing Base, Pole & Luminaire, Item SPV.0060.04.**A Description**

Remove existing light poles/arms, pole bases, and luminaires at the locations as shown in the plans and according to standard spec 204.

B Materials

Use backfill material according to standard spec 209.

C Construction

Carefully remove poles, arms, bases, luminaires, and electrical wiring; backfill the resulting holes; and dispose of all materials outside of the right-of-way according to standard spec 204 and 638.3. All bases and electrical wiring removed shall be the property of the contractor and shall be removed from the construction site and disposed of properly.

Contact Ritchie Piltz, Director of Facilities and Engineering, at (920) 887-4600, Ext. 326 to coordinate the on-site location where existing poles, arms, and luminaires removed from the project are to be left to allow city personnel to inspect the materials and determine which are suitable for city pickup. Remove any poles, arms, and luminaires the city does not want from the right-of-way and properly dispose of them.

D Measurement

The department will measure Removing Base, Pole & Luminaire by each unit, approved by the City of Beaver Dam, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Removing Base, Pole & Luminaire	EACH

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

32. Install City Furnished Street Signs, SPV.0060.05.**A Description**

This special provision describes installing street name signs and No Parking (R8-3, R8-3L and R8-3R) signs according to standard spec 634 and standard spec 637, at the location shown on the plans or as directed by the engineer.

B Materials

The City of Beaver Dam will furnish street name and No Parking (R8-3, R8-3L and R8-3R) signs to the contractor.

C Construction

Supplement standard spec 634.3 and standard spec 637.3 as follows:

Contact Ritchie Piltz, Director of Facilities and Engineering at (920) 887-4600, Ext. 326 three calendar days prior to sign installation to arrange the delivery time and date.

D Measurement

The department will measure Install City Furnished Street Signs by each unit, and the quantity measured for payment will be the number of signs installed according to the contract, 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.0060.05	Install City Furnished Street Signs	EACH

Payment is full compensation for performing the work as described in standard spec 634.5 and standard spec 637.5; for installing all materials, including performing necessary excavation and disposal; backfilling; furnishing all labor, tools, mounting hardware, equipment and incidentals necessary to complete the contract work.

33. Storm Sewer Tap, SPV.0060.06.

A Description

This work shall consist of tapping various sized storm sewer pipes into existing structures, including manholes and inlets, or other pipes as detailed on the plans, using Grade A concrete. The tapped pipe shall be left flush with the interior wall of the structure or existing pipe.

B (Vacant)

C Construction

The work under these items shall be according to the provisions of standard spec 611, as shown on the plans and as provided herein.

D Measurement

The department will measure Storm Sewer Tap as each individual unit, regardless of size and regardless of whether or not a box out exists, 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.0060.06	Storm Sewer Tap	EACH

Payment is full compensation for tapping the hole; connection of the pipe (pipe paid separately); and for furnishing and placing concrete.

34. Sanitary Manhole, Item SPV.0060.07.

A Description

Furnish and install sanitary sewer manholes as shown in the plans and hereinafter provided

B Materials

B.1 Precast Manhole Sections

Precast concrete manhole sections shall have an inside diameter of 48 inches (Type 1). Clear opening shall match dimensions of castings. The cone section shall be the eccentric type with a minimum clear opening of 24 inches. Clear opening shall match dimensions of castings. Compressive strength of the concrete shall be 4000 psi and shall conform to ASTM C478. Wall thicknesses of manholes will vary with diameter in conformance with ASTM C76, Class B concrete tongue and groove joint pipe. Steel reinforcement (sq. in./lin. ft.) shall not be less than 0.0025 times the inside diameter of the manhole in inches.

B.2 Steps

Steps shall be constructed of a 1/2 inch diameter, Grade 60 reinforcing steel bar conforming to ASTM A615 completely encased in polypropylene conforming to ASTM D4101 to obtain a minimum thickness of 1-1/8 inch and minimum width of 12 inches. They shall be securely and permanently set in the manhole wall. Steps shall be set at 16 inches on center and have a 5-3/4 inch projection from the wall. Steps shall conform to ASTM F783.

B.3 Manhole Joint Materials

Sanitary sewer manhole joint materials shall be butyl rubber gasket material. No mortar shall be used between these structures for adjustment; however, mortar shall be used to provide a smooth trowel type finish to the interior surface of the manhole. Install concrete mortar between the pipe and the manhole pipe cut-out to the satisfaction of the Beaver Dam Utilities or its delegated representative so as to fill any gaps and finish the interior flowline of the manhole.

Butyl rubber gaskets shall be pre-formed, high adhesion material, packaged ready for use between protective paper strips, conforming to Federal Spec SS S 210A, Rope Form. Install a butyl rubber gasket strip along the top and bottom section of the tongue and groove joint, and extend the full circumference of the manhole section joint.

B.4 Waterstop Seals

Waterstop seals shall be flexible, watertight, rubber wedge ring or O ring compression seals for pipe entrance holes. Wedge ring type shall be Press Wedge II by Press Seal Gasket Corporation, PSX Boot by Press Seal Gasket Corporation, Pipe to Manhole Connector by KOR N SEAL, or approved equal. O ring type shall have cast iron compression flange.

B.5 Adjustment Rings

Adjustment rings shall be concrete with steel reinforcement in conformance with ASTM C478. Use rings that are either 2 inches or 4 inches in thickness. Build the manholes so that a minimum of two 2 inch rings are installed for adjustment. A maximum of 12 inches of adjustment will be allowed, but the top two rings shall be of 2 inches thickness.

Use precompressed butyl gasket, 3/8 inch x 3-1/2 inch between the manhole, manhole casting, and all adjustment rings. Mortar shall not be used between these structures for adjustment, however mortar shall be used to provide a smooth trowel type finish to the interior surface of the joints between the manhole, adjusting rings and casting.

B.6 Tracer Wire

Tracer wire shall be No. 12 gauge, ASTM C578, Type IV, solid insulated copper wire rated for wet conditions. Tracer wire for sewer utilities applications shall have green colored insulator and shall include all necessary materials to provide a complete working system. All tracer wire shall be incidental to the respective sanitary manhole structure.

B.7 Shop Drawings

Prior to incorporating any materials or products into the work, submit to the Beaver Dam Utilities or its delegated representative product literature and catalog cuts of the materials to be supplied. Submit information in sufficient detail to readily determine if these materials are in conformance with the specifications.

C Construction

C.1 General

Seal all lift holes on sanitary sewer manholes watertight.

Shape invert channels smooth, accurately, and according to the contract drawings.

No horizontal surfaces shall be left on the inside of the manhole. Shape the bench to drain into the floor channel.

Fit all sanitary sewer pipes entering or leaving the structure with rubber waterstop seals where they pass through the manhole wall. Verify size, invert elevation, and location of all pipes in existing manholes and inform Beaver Dam Utilities or its delegated representative of any discrepancies with the contract drawings before the replacement manhole is constructed.

C.2 Tracer Wire

Install tracer wire along the side of the manhole structure as well as through the manhole wall (for access purposes) as shown in the detail within the contract drawings or as directed by Beaver Dam Utilities. At manholes, the wire transition from outside to inside the manhole shall be watertight. Provide 18 inches of extra wire at all terminations.

C.3 Cleaning

Ensure that manholes and sewer lines are free of dirt, gravel and debris, from the construction operations, at all times. Beaver Dam Utilities will notify the contractor of any debris identified, and if the contractor fails to properly clean said debris, Utilities will charge the contractor for the cleaning of any manholes and sewer lines on this project during the progress of construction and until final acceptance of the improvements.

Upon completion of the work, thoroughly clean out all manholes and pipe along the entire length of the project before leaving the construction site.

C.4 Testing

Conduct vacuum testing on manholes using vacuum testing equipment acceptable to Utilities or its delegated representative. Isolate manhole to be tested by plugging inlet and outlet pipes with inflatable stopper or other suitable test plugs. Securely brace plugs to avoid plugs being drawn into manhole. Plug lift holes with a non-shrink grout. Place vacuum test equipment inside of top cone section and conduct vacuum test according to manufacturer's recommendations. Operate vacuum pump until 10 inches of mercury is obtained. Shut off vacuum pump and measure time for vacuum to drop from 10 to 9 inches of mercury. Manhole test is acceptable if the time exceeds the values in the table below:

<u>Depth/Feet</u>	<u>Test Time/Seconds</u>
8	20
10	25
12	30
14	35
16	40
18	45
20	50
22	55
24	59
26	64
28	69
30	74

If the test fails, repair or seal manhole using non-shrink grout or other materials that are approved. Retest until an acceptable test is obtained. Test may be conducted before or after backfilling. Beaver Dam Utilities or its delegated representative shall be present for this testing.

D Measurement

The department will measure Sanitary Manhole as each individual manhole, approved by Beaver Dam Utilities, 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.0060.07	Sanitary Manhole	EACH

Payment is full compensation for providing all labor and materials, including precast concrete manhole sections, base, cone, adjustment rings, steps, waterstop seals, couplings, and other required fittings; for furnishing all tracer wire installation; for furnishing all excavating, except rock excavation; for forming foundation; for replacing unstable material in the trench bottom; for sheeting and shoring; for dewatering; for constructing the manhole; for backfilling and compacting; for providing granular backfill material, including bedding material; for removing sheeting and shoring; for testing; for cleaning out the manhole and adjoining pipes and restoring the worksite.

35. Sanitary Manhole Cover, Type J, Item SPV.0060.08.

A Description

Furnish and install sanitary manhole covers, including frames, and sealed lids.

B Materials

B.1 Frame and Cover

The frame and cover shall be Neenah R-1550, Type “B” solid lid with self-sealing gasket, concealed pick holes, non-rocking design, and the word “SANITARY” stamped on the cover.

B.2 Shop Drawings

Prior to incorporating any materials or products into the work, submit to the Beaver Dam Utilities or its delegated representative product literature and catalog cuts of the materials to be supplied. Submit information in sufficient detail to readily determine if these materials are in conformance with the specifications.

C Construction

Set each casting on the sanitary manhole structure in such a way so that the top of the casting is parallel to the new pavement. This is especially important on steep grades. In areas of new concrete pavement, set the top surface of the manhole casting 1/16 inch to 1/8 inch below the finished pavement, and in areas of new asphaltic pavement, set the top surface of the manhole casting 1/8 inch to 1/4 inch below the finished pavement.

Use precompressed butyl gasket between the manhole, manhole casting, and all adjustment rings. Mortar shall not be used between these structures for adjustment, however mortar shall be used to provide a smooth trowel type finish to the interior surface of the joints between the manhole, adjusting rings and casting.

D Measurement

The department will measure Sanitary Manhole Cover, Type J, as each individual manhole frame and cover, acceptably installed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Sanitary Manhole Cover, Type J	EACH

Payment is full compensation for providing all labor and materials, including adjustment rings, frame and cover, and other required fittings; for properly installing said frame and cover on each sanitary manhole including any related cleanup or related work.

36. Sanitary Wye 8-Inch Main, Item SPV.0060.09.

A Description

Furnish and install sanitary sewer mainline wye fittings for lateral connections.

B Materials

B.1 Pipe Connection Fittings

Provide elastomeric seals (rubber gaskets) conforming to ASTM F477 (Mission, Clow, Fernco, coupling or equal) according to State and/or local plumbing code requirements.

B.2 Wye Fittings

Sanitary sewer pipe and fittings shall be Type PSM SDR-35 and meet the requirements of ASTM D3034.

B.3 Shop Drawings

Prior to incorporating any materials or products into the work, submit to the Beaver Dam Utilities or its delegated representative product literature and catalog cuts of the materials to be supplied. Submit information in sufficient detail to readily determine if these materials are in conformance with the specifications.

C Construction

C.1 Sanitary Tee and Wye Fittings

Install factory wye or tee fittings in the new sanitary sewer mainline pipe to accommodate all existing active sanitary sewer building laterals. Approximate locations of existing laterals are shown on the contract drawings. Verify that existing sanitary lateral pipes are active by dye testing or other approved methods before installing a new wye fitting in the mainline pipe. The cost of this verification is considered incidental to the sanitary sewer construction.

The pipe size of the various existing sanitary building laterals is unknown at this time. The bid item for sanitary wye includes a differentiation for mainline pipe size only. Have a sufficient amount of both 4" and 6" nominal diameter branch wye fittings on hand to make equivalent size replacements from the main to a point near the right-of-way line as directed by Beaver Dam Utilities or its delegated representative. The wye fittings will be paid according to the mainline size with no differentiation for either a 4" or 6" nominal diameter branch size.

D Measurement

The department will measure Sanitary Wye 8-Inch Main by each individual connection or fitting, approved by Beaver Dam Utilities, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Sanitary Wye 8-Inch Main	EACH

Payment is full compensation for providing all labor and materials, including flexible couplings and bands, wye fittings, and other required connection fittings; for furnishing all excavating, except rock excavation; for sealing joints and making connections to new pipe; for backfilling and compacting; for providing granular backfill material, including bedding material; for cleaning out pipes and restoring the worksite.

- 37. Corporation, Curb Stop & Box (Set), Item SPV.0060.10; Water Valve and Box 6-inch, Item SPV.0060.11; Water Valve and Box 10-inch, Item SPV.0060.12; Fire Hydrant, Item SPV.0060.13; Tees 10"x6"x10", Item SPV.0060.14; Crosses 10"x6", Item SPV.0060.15; Bend 45-Degree 4-Inch, Item SPV.0060.16; Bend 11.25-Degree 6-Inch, Item SPV.0060.17; Bend 45-Degree 6-Inch, Item SPV.0060.18; Bend 45-Degree 10-Inch, Item SPV.0060.19; Reducer 6"x4", Item SPV.0060.20; Fluorocarbon Gaskets 10-Inch, Item SPV.0060.26.**

A Description

Furnish and install water appurtenances as shown in the plans and as hereinafter provided.

B Materials

B.1 Water Valve and Box

Valves shall be Mueller 2360 Series Resilient Wedge Gate Valve with O-ring packing, 2-inch operating nut, resilient seat, left hand opening mechanical joint with rubber gaskets, stainless steel bonnet bolts and fluorocarbon coated gland bolts.

Valve box shall be three-piece Tyler Union, East Jordan, or approved equal, and consist of a top section, bottom section, base, drop lid, and necessary extensions and all shall be cast iron. Lid shall have the word "WATER" cast on the lid. All 4 inch or larger water valves shall be installed with a valve box adaptor as manufactured by Adaptor Inc., Mueller, or approved equal.

B.2 Fire Hydrant

Fire hydrants shall be Waterous Pacer, Model WB67 meeting the following minimum requirements:

- Hydrants shall be dry barrel fire hydrant, dry top design, conforming to ANSI/AWWA C502/A25.02 with mechanical joint base connection.
- Hydrants shall be manufacturer's premium model, Underwriters Laboratories, Inc. (UL) and Factory Mutual Research (FM) listed fire hydrant.
- Hydrants shall be traffic design with protective groundline coupling (traffic flange) which assures reliable fracture at traffic impact. This coupling shall also allow hydrant rotation to any position after hydrant installation.
- Furnish hydrant as standard 3-way style with two 2-1/2 inch and one 5" storz connection pumper nozzle (chains on nozzle caps are required). Hydrants shall have 5-1/4 inch main valve openings.
- Hydrant operating nut shall be standard pentagon (5 sided). Operating assembly shall include, as a minimum, weather shield, thrust washer, revolving nut with seal for dry top design and lifetime lubrication.
- Hydrant base shall contain a barrel drain operated by hydrant activator.
- Connect hydrants to the main with a 6-inch diameter (minimum) water main pipe conforming to the requirements of this section.
- Upper barrel section shall be a minimum 16 inches.
- Thread shall be 8 threads per inch, 4.937-inch O.D.

- Operating nut shall make weather shield, operating nut will be a standard 1-1/2 inch pentagon, CCW open
- Mechanical joint connections.
- Painted red.
- Maintain electrical continuity.
- Resilient wedge main seat.
- Bronze to bronze fittings.
- Tapped drain port opening (no plugs unless specified on contract drawings).

Determine the depth of bury for each hydrant to be installed. The information shown on the plan is approximate and may vary due to rock elevation and/or other conflicts from the actual field conditions at the time of installation. Any hydrant adjustments as determined by the Beaver Dam Utilities or its designated representative shall be incidental to the construction of the Fire Hydrant. Include a tracer wire terminal box with all fire hydrants (incidental to fire hydrant). Lids shall be marked "Water" for water utilities. Provide 18 inches of extra wire at all terminations.

B.3 Water Main Fittings

Full body fittings shall conform to ANSI/AWWA C110/A21.10 and ANSI/AWWA C111/A21.11 with bituminous coating. Compact fittings shall conform to ANSI/AWWA C153/A21.53 and ANSI/AWWA C111/21.11 with bituminous coating. Provide all fittings with cement mortar lining conforming to ANSI/AWWA C104/A21.4. Only ductile iron fittings manufactured in North America shall be allowed. No PVC fittings will be allowed.

Polyethylene encasement shall be polyethylene film tube conforming to ANSI/AWWA C105/A21.5. Polyethylene film sheet conforming to ANSI/AWWA C105/A21.5 may be used at odd-shaped appurtenances where the use of tube is not practical.

Connect all water main fittings with fluorocarbon coated T-head bolts or approved equal, meeting the requirements of ANSI/AWWA C111/A21.11-0, and fully encase and seal each fitting with polyethylene film.

Use special fluorocarbon gaskets in the location as shown on the plans due to possible groundwater contamination. These gaskets shall meet the requirements of ANSI/AWWA C111/A21.11-07.

B.4 Corporation, Curb Stop and Curb Box

The pipe size of the various existing building water services is unknown at this time. All water services, unless noted otherwise on the plans, shall be 1-inch nominal diameter (minimum size) and shall be larger if required to match the size of the existing service pipe. Have a sufficient amount of the various size fittings on hand to make equivalent size replacements.

Connect service line to PVC mainline pipe using a Mueller, Ford, or approved equal compression fitting (outlet) and a Mueller, Ford, or approved equal "CC" thread (inlet) saddle type connection. Service connections shall be rated for 250 psi, have a conductive

compression connection, have a coated ductile iron body, 304 stainless steel strap, nitrile O-ring gasket, and meet all applicable parts of ANSI/AWWA C800. A simple threaded connection shall not be acceptable.

Connect service line to ductile iron mainline pipe using a Mueller, Ford, or approved equal Ground Key Conductive Compression corporation stop. Corporation stops shall conform to ANSI/AWWA C800 for copper service lines. Furnish and install corporations larger than 1 inch with service saddles. Service saddles shall be rated for 250 psi, have a coated ductile iron body, 304 stainless steel strap and nitrile O ring gasket. Service saddles shall meet all applicable parts of ANSI/AWWA C800.

Curb stops shall be Mueller, Ford or approved equal compression fitting. Curb stops shall be rated for 250 psi, have a conductive compression connection and conform to AWWA C800.

All curb stop boxes shall be Mueller, Ford or approved equal screw type, and include the installation of a circular felt bond breaker when they are located within a concrete terrace or sidewalk area. Include a lid marked "WATER" with the new casting and cast flush into the new concrete. The cost of furnishing and installing this casting and cover along with the coordination between the water piping contractor and the concrete contractor shall be considered incidental to the cost of corporation, curb stop and box. Exclude stationary operating rods from all curb stop boxes.

For all curb stops, include tracer wire and a tracer wire terminal box installed next to the curb stop box flush with the finished ground elevation (incidental to curb stop). Mark lids "Water" for water utilities. Provide eighteen (18) inches of extra wire at all terminations.

B.5 Shop Drawings

Prior to incorporating any materials or products into the work, submit to the Beaver Dam Utilities or its designated representative product literature and catalog cuts of the materials to be supplied. Submit information in sufficient detail to readily determine if these materials are in conformance with the specifications.

C Construction

C.1 Water Main and Service Appurtenances

Wrap or cover all joints, taps, valves, tees, crosses, bends, reducers and other fittings, and properly secure with 8 mil thick polyethylene.

The connecting tees for hydrants shall be anchoring tees and all fittings shall be completely wrapped or covered and properly secured with 8 mil polyethylene. Fit the polyethylene film to the contour of the pipe or fitting creating a snug, but not tight, encasement. Provide sufficient slack in contouring to prevent stretching the polyethylene where it bridges irregular surfaces, such as joints or fittings, and to prevent damage to the polyethylene caused by backfilling operations. Secure overlaps and ends with adhesive tape or plastic tie straps. For installations below the water table, place circumferential wraps of tape at two foot intervals along the barrel of the pipe.

Block all bends and fittings thoroughly with concrete as shown in the special details or install with approved anchoring fittings. Pour concrete buttresses against firm, undisturbed ground. When concrete buttresses cannot be placed against undisturbed ground they shall be placed against fill material of composition conforming to the requirements of ASTM C12 or ASTM D2321 as applicable for rigid and flexible pipe respectively, compacted to 95 percent of the modified proctor density for the material. Construct the buttresses to the minimum dimensions as shown on the contract drawings or as required by the Utilities or its designated representative. Form all buttresses to keep the joints free of concrete. Solid precast concrete blocks may be used in lieu of the poured buttresses when approved by the Utilities or its designated representative. When concrete blocks are used, they shall be stepped-out to match the minimum dimensions required for poured concrete buttresses. No wooden blocking may be used for thrust buttressing.

Provide a valve box and valve box adaptor for every valve unless otherwise specified. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the wrench nut of the valve.

Set all fittings (tee, cross, bend, hydrant, etc.) on a concrete block that is centered and plumb under the fitting.

C.2 Corporation, Curb Stop and Box

All water services, unless noted otherwise on the plans, shall be 1-inch nominal diameter (minimum size and shall be larger if required to match the size of the existing service pipe) and shall use a corporation installed on the mainline with a tapping saddle (as applicable) and a curb stop and box positioned as shown on the plans or as directed by Utilities. The bid item for this work is not dependent upon the size of the water service. Any size service between 1-inch and 2-inch nominal diameter shall be at the same unit cost. Locate and verify all active water services along the project. The cost of this verification is considered incidental to the water construction. Approximate locations of the existing water services are shown on the contract drawings.

Adjust all existing and proposed curb stops within the project limits to finished ground elevations. This work shall be considered incidental to the water construction.

C.3 Fire Hydrants

Furnish and install fire hydrants at each hydrant branch to assure proper height as required. Set the fire hydrant to match the elevation of the finished ground or pavement.

All hydrants shall stand plumb and shall have the pumper nozzle facing the curb. Provide drainage at the base of the hydrant by placing coarse gravel or crushed stone mixed with coarse sand, from the bottom of the trench to at least 6 inches above the waste opening in the hydrant and to a distance of 1 foot around the elbow.

The connecting tees for the hydrants shall be anchoring tees and all fittings for hydrant connections shall be anchoring fittings.

Set the finish elevation of the hydrants so the bolts of the break flange are a minimum of 2" and a maximum of 6" above finish ground elevation. Maintain this grade no matter the depth of the main. If extensions are required for hydrants they must be included in the bid, as no extra monies will be paid for adjustments or extensions to match the finish grade.

D Measurement

The department will measure Corporation, Curb Stop and Box (Set); Water Valves and Boxes (Size); Fire Hydrant; Tees (Size); Cross (Size); Bend (Size); Reducer (Size); Fluorocarbon Gaskets (Size); by the individual fitting and/or set, approved by Beaver Dam Utilities, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Corporation, Curb Stop & Box (Set)	EACH
SPV.0060.11	Water Valve & Box 6-Inch	EACH
SPV.0060.12	Water Valve & Box 10-Inch	EACH
SPV.0060.13	Fire Hydrant	EACH
SPV.0060.14	Tee 10"x6"x10"	EACH
SPV.0060.15	Cross 10"x6"	EACH
SPV.0060.16	Bend 45-Degree 4-Inch	EACH
SPV.0060.17	Bend 11.25-Degree 6-Inch	EACH
SPV.0060.18	Bend 45-Degree 6-Inch	EACH
SPV.0060.19	Bend 45-Degree 10-Inch	EACH
SPV.0060.20	Reducer 6"x4"	EACH
SPV.0060.26	Fluorocarbon Gaskets 10-Inch	EACH

Payment is full compensation for providing all labor and materials, including valves and valve boxes, fire hydrants, tees, crosses, bends, reducers, couplings, connection sleeves, tapping saddles, saddle outlets, corporations, curb stops and boxes, plugs, polyethylene encasement, insulation, thrust restraint, anchoring fittings and other required materials to provide a complete working system; for furnishing all excavating, except rock excavation; for forming foundation; for replacing unstable material in the trench bottom; for sheeting and shoring; for dewatering; for backfilling and compacting; for providing granular backfill material, including bedding material; for providing trench insulation where required; for removing sheeting and shoring; for testing and chlorination; for cleaning out pipes and structures; and restoring the worksite.

Payment for Water Valves and Boxes (Inch) also includes valve box adaptors, polyethylene encasement, and all other fittings to properly install each valve and box according to the specifications.

Payment for Fire Hydrants also includes reaction blocking or thrust restraint, drain bedding, polyethylene encasement, filter fabric and all hydrant extensions and appurtenances required to set hydrants to the established grade and according to the specifications.

Payment for Corporation, Curb Stop & Box (Set) also includes corporation, saddle (as applicable), curb stop, curb box, polyethylene encasement, and all other fittings to properly install each unit according to the specifications.

38. Utility Line Opening (ULO), Item SPV.0060.21.

A Description

Perform the necessary excavation to uncover utilities for the purpose of determining elevation and potential conflicts with proposed underground facilities, as shown on the plans or as directed by the Beaver Dam Utilities or its delegated representative.

B (Vacant)

C Construction

Perform the excavation in such a manner that the utility in question is not damaged and the safety of the workers is not compromised.

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

Obtain prior approval for all utility line openings from the Beaver Dam Utilities or its delegated representative. Notify the utility engineers or their agents of this work a minimum of three days prior to the work so they may be present when the work is completed. Verify the need for performing ULO's as shown on the plans, since some of the utilities may have been or will be relocated prior to the start of construction.

D Measurement

The department will measure Utility Line Opening as each ULO, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.21	Utility Line Opening (ULO)	EACH

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

Existing pavement, concrete curb, gutter, and sidewalk removals necessary to facilitate utility line openings shall not be considered part of or paid for under Utility Line Openings, but are considered separate and measured and paid for separately as removal items. Replacement pavement, concrete curb, gutter, and sidewalk items shall also be considered separate from Utility Line Openings and will be measured and paid for separately.

39. U-Channel Sign Post 12-FT, SPV.0060.22; 13-FT, SPV.0060.23; 14-FT, SPV.0060.24.

A Description

This special provision describes furnishing and installing U-Channel Sign Posts, and powder coating sign posts black according to standard spec 634, as shown in the plans or as directed by the engineer, and as hereinafter provided.

B Materials

Furnish sign posts consisting of hot rolled flanged channel section from high strength steel conforming to ASTM A-499, grade 60 modified to 70,000 psi minimum yield. Posts shall be straightened to have smooth uniform finish, free from defects affecting their strength, durability, or appearance. All edges shall be free from burrs. The permissible tolerance for straightness shall be 1/4" in a 5' span. Posts shall be punched with continuous 3/8" diameter holes on 1" centers for the entire length of the posts, beginning 1" from one end of the post. Length of each post shall be as shown in the plans as required to meet the proper sign mounting heights and a 3' minimum embedment.

The sign posts shall be polyester powder coated black (RAL color 9017) according to the manufacturer's recommendations.

C Construction

C.1 Delivery, Storage and Handling

Deliver material to the site in an undamaged condition. Upon receipt at the job site, thoroughly inspect all materials to ensure that no damage occurred during shipping or handling and conditions of materials is in conformance with these specifications. If the coating is damaged, repair or replace equipment to the approval of the engineer at no additional cost. Carefully store the material off the ground to ensure proper ventilation and drainage. Exercise care so as not to damage the coated surface during installation.

C.2 Touch-up and Repair

For minor damage caused by shipping, handling or installation to coated surfaces, touch-up the surface in conformance with the manufacturer's recommendations with a matching black (RAL color 9017) finish. If damage is excessive, the equipment shall be replaced at no additional cost. Provide the engineer with a copy of the manufacturer's recommended repair procedure and materials before repairing damaged coatings.

C.3 Installation

Install U-Channel Sign post at locations shown in the plans and according to the Manual on Uniform Traffic Control Devices.

For installations in concrete or asphalt, use box outs prior to pouring concrete to avoid cutting into the new concrete sidewalk installed in the terrace. These locations shall be field verified by contractor prior to pouring concrete. Install the posts per the manufacturer's installation instructions such that the posts are plumb. Remove any sign posts installed that result in the posts leaning to any side out of plumb and reinstall at contractor expense.

D Measurement

The department will measure U-Channel sign posts, completed according to the contract and accepted, as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.22	U-Channel Sign Post, 12-FT	EACH
SPV.0060.23	U-Channel Sign Post, 13-FT	EACH
SPV.0060.24	U-Channel Sign Post, 14-FT	EACH

Payment is full compensation for furnishing, producing, and installing posts, cleaning the steel; furnishing and applying the powder coating materials; loading, hauling, storing, and performing field repairs.

40. Connect Private Storm Sewer Pipe, Item SPV.0060.25.

A Description

This special provision describes re-establishing or providing connections for private storm sewer connections to the new storm sewer system.

B (Vacant)

C Construction

Identify all private connections to the existing storm sewer structures or pipes prior to removal of that section of storm sewer. Remove the existing pipe connection back to the next good joint, if applicable, and replace the pipe in-kind. Salvaging and reusing structurally sound pipe obtained from the removal of the old pipe connection is permissible with prior approval from the engineer. Verify that positive drainage is achieved with the new connection before backfilling. Connect the private pipe to the new storm sewer system using appropriate couplings, sleeves, bands, concrete collars or by other means approved by the engineer. Concrete masonry for concrete collars shall be according to standard spec 501.

D Measurement

The department will measure Connect Private Storm Sewer Pipe by each connection completed and approved. The pipe length necessary to make the connection is measured and paid for separately.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.25	Connect Private Storm Sewer Pipe	EACH

Payment is full compensation for performing all work to reconnect the private storm sewer connection to the new storm sewer including; excavation, locating and removing the old connection, disposing of waste materials, furnishing and installing any necessary couplings, sleeves, bands, concrete collars, reducers, elbows, jointing compounds, sawing, drilling, sealing and backfilling.

41. Repair Existing Loop Detector, Item SPV.0060.27.

A Description

This special provision describes repairing existing loop detectors on the north leg of the Spring Street and Maple Avenue intersection according to the pertinent provisions of standard spec 651 through 655 and as hereinafter provided. Damage to loop detectors is anticipated during storm sewer construction. This special provision includes efforts to prepare the existing loop prior to the anticipated impact, and repairing the loop to full operation.

B Materials

Materials utilized to repair existing loop detector shall adhere to the pertinent provisions of standard spec 651 through 655 and as hereinafter provided.

C Construction

Notify Ritchie Piltz at the City of Beaver Dam at (920) 356-2543 at least three working days prior to commencing work on the loops. Complete the removal work and restore the signal to full functionality within 7 calendar days. The traffic signal at the intersection of Spring Street and Maple Avenue shall remain operable during construction.

Prior to excavation near the affected loop detectors, disconnect the affected loop detector(s) in the controller cabinet. Once the loop detectors are disconnected in the cabinet, disconnect the lead in cable from the loop wire in the pull box nearest to the affected loop detectors. Make sure to document which lead in cable goes to each loop so that when the new loop wire is placed, the loops will function the same as the preconstruction condition. Remove the loop detector wire from the loop. The existing pull box and lead in cable will remain in place. Any disturbance to items intended to remain will be replaced at the contractor's expense.

During the excavation of the pavement, the loop detector conduit may be cut between the nearest pull box and the rectangular loop itself to provide for storm sewer construction and pavement repair. All cuts shall be clean and uniform to allow for repair.

After completion of the pavement excavation, provide new loop conduit as needed to patch any gaps created in the loop detector between the pull box and the rectangular loop. Provide fittings to secure the conduit and create a tight fit between the existing and new conduit. The fittings shall be sealed with a permanent bonding sealer that will secure the loop from weather, soil, pests, or other damage.

Work to install the new loop detector wire from this point forward shall be paid for under the bid item "Loop Detector Wire". After the wire is installed, test the loop detector to ensure full functionality. Demonstrate functionality to the engineer for approval.

D Measurement

The department will measure Repair Existing Loop Detector as each loop detector, 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.0060.27	Repair Existing Loop Detector	EACH

Payment is full compensation for providing all materials; for disconnecting and removing existing wires; for patching and sealing conduit; for testing of loop detector after repair; and for disposing of excess or waste materials.

42. Sanitary Lateral 4-Inch or 6-Inch, Item SPV.0090.01; Sanitary Sewer Pipe 8-Inch, Item SPV.0090.03.

A Description

Furnish and install sanitary sewer mainline and laterals as shown in the plans and as hereinafter provided.

B Materials

B.1 PVC Pipe

Pipe requirements for 4-inch to 15-inch diameters shall be Type PSM SDR-35 and meet the requirements of ASTM D3034. Pipe shall be of the bell and spigot type and meet the requirements of ASTM D3034 Type PSM SDR-35. Pipe joints shall be elastomeric seals (rubber gaskets) conforming to ASTM F477 and joint assembly that conforms to ASTM D3212.

B.2 Sanitary Lateral Pipe Size

The pipe size of the various existing sanitary building laterals is unknown at this time. Have a sufficient amount of both 4-inch and 6-inch nominal diameter pipe on hand to make equivalent size replacements.

B.3 Tracer Wire

For direct burial installations, tracer wire shall be No. 12 gauge, ASTM C578, Type IV, solid insulated copper wire rated for wet conditions. Tracer wire for sewer utilities applications shall have green colored insulator and shall include all necessary materials to provide a complete working system. All tracer wire shall be incidental to the respective sanitary sewer piping.

Mark tracer wire terminal box lids "Sewer" for sanitary sewer utilities. All tracer wire terminal boxes shall be incidental to the construction of the respective sanitary sewer piping.

B.4 Shop Drawings

Prior to incorporating any materials or products into the work, submit to the Beaver Dam Utilities or its designated representative product literature and catalog cuts of the materials to be supplied. Submit information in sufficient detail to readily determine if these materials are in conformance with the specifications.

C Construction

C.1 Embedment

The bedding, haunching and initial backfill material shall be ¾-inch clear stone. Install and compact the initial backfill (cover material) to a minimum of 12-inches over the top of the pipe.

Embed PVC pipes according to ASTM D2321, Class II embedment.

C.2 Trench Backfill

Backfill all trenches and excavations with granular backfill conforming to standard spec 209 or dense graded base (1 1/4-Inch) conforming to standard spec 305. Excavated material from trench conforming to standard spec 209 for granular backfill may be used to supplement any imported materials, if approved by Beaver Dam Utilities.

Mechanically compact the backfill material in 12-inch thick layers, from a distance of one foot above the pipe to the finished subgrade. The degree of compaction shall be to 95 percent maximum dry density per modified proctor (ASTM D1557).

C.3 Unstable Soil

If in the opinion of the Beaver Dam Utilities or its designated representative the trench bottom is of unstable material, the Beaver Dam Utilities or its designated representative may direct the contractor to excavate the unstable material and replace same with ¾ inch washed stone. Washed stone used in such cases shall be considered incidental and included in the price bid for sanitary sewer unless bid or specified otherwise.

C.4 Sanitary Sewer Mainline Testing

The unit price for sanitary sewer shall also include deflection testing. Test all polyvinyl chloride pipe installations for deflection by using a rigid ball or mandrel, and perform according to ASTM D2321 and without the use of mechanical pulling devices. Deflection may not exceed 5 percent if tested within 30 days of placement of final backfill or 7.5 percent if tested more than 30 days after final backfill is placed. Place final backfill prior to testing. Beaver Dam Utilities or its delegated representative shall be present for this testing.

The new sanitary sewer main piping will be televised by Beaver Dam Utilities and the sanitary manholes will be visually inspected for acceptance after all utility work and roadway gravel base preparation is completed and prior to any paving activities. Sewer main pipe will also be inspected by Beaver Dam Utilities for alignment by the use of mirrors, flashlights or lamps. Sewer lines shall permit a through view of at least half the pipe diameter between manholes. Coordinate with Beaver Dam Utilities staff and notify Beaver Dam Utilities when the project site is ready for this testing.

If any of the tests are not met, the contractor shall, at his or her own expense, determine the source of the problem and repair or replace all defective materials.

C.5 Determination of Active Sanitary Laterals

Dye test and/or provide the necessary inspections to determine which laterals are active and to be reconnected and relayed. Beaver Dam Utilities staff will be available to assist the contractor in making this determination. Existing connections to the main, as indicated by a previous television report, are shown on the plan and could be either active or inactive.

C.6 Depth of New Sanitary Laterals

Make every effort to keep the depth of the new sanitary lateral greater than 8 feet beneath the sidewalk elevation and then connect with 45-degree bends to meet the existing lateral elevation. Additionally, keep the sanitary laterals deep enough to avoid conflicts with other utilities. This may be accomplished by having a riser located at the mainline connection and another riser located near the connection to the existing pipe near the right-of-way line or as directed by Beaver Dam Utilities.

C.7 Sanitary Lateral Slope

Where new sewer is to be installed to replace existing sanitary sewer, extend service laterals from the old sanitary lateral and connect to the new main. Minimum grade of lateral extensions shall be 1/8 inch per foot. Maximum grade of lateral extensions shall be 1/2 inch per foot. Lateral extensions which require a grade in excess of 1/2 inch per foot to connect new sewers to existing service laterals shall be installed with a riser section.

C.8 Maintaining Sanitary Sewer Service

Provide adequate equipment and facilities to provide bypass pumping for all elements of work requiring interruption to flow in the sanitary sewer. The contractor shall be responsible for damages to private or public property due to sewer backup while controlling sewage flow and during construction.

C.9 Water/Sewer Pipe Crossings

Maintain the following minimum separations unless otherwise approved by Beaver Dam Utilities or its delegated representative. Wherever the sewer crosses above a water main maintain a clear vertical separation of 18 inches (outside of pipe to outside of pipe) and wherever the sewer crosses below the water main maintain a clear vertical separation of 6 inches (outside of pipe to outside of pipe). Install concrete bridging if an 18" diameter or larger storm sewer pipe crosses over a sanitary sewer or water utility pipe with less than 12-inches of vertical separation.

C.10 Cleaning

See that manholes and sewer lines are free of dirt, gravel and debris, from the construction operations, at all times. Beaver Dam Utilities will notify the contractor of any debris identified, and if the contractor fails to properly clean said debris, Beaver Dam Utilities will charge the contractor for the cleaning of any manholes and sewer lines on this project during the progress of construction and until final acceptance of the improvements.

Upon completion of the work, thoroughly clean out all manholes and pipe along the entire length of the project before leaving the construction site.

C.11 Tracer Wire

Install tracer wire in conjunction with all PVC, or non-conductive sanitary main and services. The cost of tracer wire installation shall be incidental to the sewer construction. Ground level access locations shall be at sanitary manholes (for mainline piping) and in a terminal box at the street right-of-way line (for sanitary lateral piping), installed as shown in the contract drawings or as directed by Beaver Dam Utilities. Provide 18 inches of extra wire at all terminations. Set tracer wire terminal boxes flush with the finished ground elevation.

Install tracer wire continuous to the greatest extent possible with the wire placed along the top of the entire length of the pipe, and taped to the pipe at intervals not exceeding 10-feet. Hold splices in the wire to a minimum. Where splices are necessary, make with underground rated mechanical wire connectors or by twisting the wires a minimum of 4 times and soldering, then wrapping with two layers of polyethylene tape to 6-inches beyond the stripped wire. Splicing with wire nuts shall not be allowed.

All tracer wire shall pass a locating test. Locates shall be done in the presence of the engineer prior to acceptance of respective pipe installation. Provide all equipment necessary to make the test. All tracer wire testing shall be incidental to construction.

C.12 Connections to Existing Pipes

Reconnect all existing live/active sanitary sewer pipes and structures into the new relayed sanitary sewer piping. When a new pipe is connected to an existing pipe or structure, install a watertight joint using a flexible coupling (Mission, Clow, Fernco or approved equal) according to the manufacturer's recommendations. All connections into existing piping and structures shall be incidental to the construction of the respective sanitary sewer piping.

C.13 Notification

Attempt to notify 100% of the adjacent residents and businesses that may be directly affected by proposed construction activities. Notify at least 24 hours prior to the proposed construction activity and deliver either by personal contact and/or by placing a written notification in a conspicuous location at each property. Clearly indicate the type of construction activity, the start date and time, the finish date and time, and what the effect will be upon the property owner or what response is expected from said property owner. Additionally, provide similar notice to the Beaver Dam Utilities or its designated representative. This work shall be incidental to construction.

D Measurement

The department will measure Sanitary Sewer Pipe (Size) and Sanitary Lateral (Size) by the linear foot, approved by Beaver Dam Utilities, and acceptably completed. The measurement for sanitary mainline is the actual length of pipe and does not include the inside diameter of sanitary manholes. The measurement for sanitary lateral is the actual length of pipe and includes fittings, bends, couplings, or plugs that may be required to provide a complete working system.

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	Sanitary Lateral 4 or 6 Inch	LF
SPV.0090.03	Sanitary Sewer Pipe 8- Inch	LF

Payment is full compensation for providing all labor and materials, including couplings, vertical risers, vertical and horizontal bends, tracer wire, tracer wire terminal boxes, and other required fittings; for furnishing all dye testing or inspection required to identify active laterals; for furnishing all excavating, except rock excavation; furnishing and placing pipe bedding; for forming foundation; for replacing unstable material in the trench bottom; for sheeting and shoring; for dewatering; for laying pipe; for connections to existing piping or structures; furnishing and placing granular backfill; compacting the backfill; for removing sheeting and shoring; for providing flow control and temporary pumping; for testing; for cleaning out pipes and restoring the worksite.

Payment for Sanitary Lateral (Size) also includes all work and materials, including miscellaneous fittings to properly connect the new lateral to the existing lateral pipe according to the specifications. Additionally, if Beaver Dam Utilities or its delegated representative directs the contractor to install a lateral without connecting it to an existing pipe (for a future connection), then this work item shall also include any fittings required to properly cap or plug and mark the end of the pipe.

- 43. Water Service (1-Inch to 2-Inch), Item SPV.0090.02; PVC Water Main 4-Inch, Item SPV.0090.04; PVC Water Main 6-Inch, Item SPV.0090.05; PVC Water Main 10-Inch, Item SPV.0090.06; Ductile Iron Water Main 10-Inch, Item SPV.0090.07.**

A Description

Furnish and install water main and appurtenances as shown in the plans and hereinafter provided.

B Materials

B.1 Mainline Pipe

Polyvinyl Chloride pipe shall meet the requirements of ANSI/AWWA C900, Pressure Class (PC) 235, minimum; or ASTM D2241, Pressure Rating (PR) 250, minimum; and a DR 18 or less. Joints shall be push-on type employing rubber gaskets and conform to ASTM D3139. Thoroughly grease all joint gaskets for mechanical fittings with gasket compound during assembly of the fittings. The contractor shall not be allowed to “dry fit” these gaskets by use of force and mechanical leverage. Ductile iron water main pipe shall meet the requirements of ANSI/AWWA C151/A21.51, Class 52. Standard cement-mortar lining shall meet the requirements of ANSI/AWWA C104/A21.4. All pipe and fittings shall include polyethylene encasement. Joints shall be either push on or mechanical joint conforming to ANSI/AWWA C111/A21.11 unless specified otherwise. Equip all joints, fittings, etc., to provide electric continuity. Provide the continuity through the use of a trademarked, well established method acceptable to the engineer.

B.2 Service Pipe

Service piping shall be Type K copper tubing and shall conform to ANSI/AWWA C800. No joints allowed as service pipe shall be continuous between fittings.

B.4 Tracer Wire

For direct burial installations, tracer wire shall be No. 12 gauge, ASTM C578, Type IV, solid insulated copper wire rated for wet conditions. Tracer wire for water utilities applications shall have blue colored insulator and shall include all necessary materials to provide a complete working system. All tracer wire shall be incidental to the respective water piping.

Mark tracer wire terminal box lids “Water” for water utilities. All tracer wire and tracer wire terminal boxes shall be incidental to the construction of the water piping.

B.5 Insulation

Insulation shall be extruded polystyrene insulation (25 psi) conforming to ASTM C578, Type IV in 4 foot x 8 foot sheets with minimum thickness of 2 inches.

B.6 Shop Drawings

Prior to incorporating any materials or products into the work, submit to the Beaver Dam Utilities or its designated representative product literature and catalog cuts of the materials to be supplied. Submit information in sufficient detail to readily determine if these materials are in conformance with the specifications.

C Construction

C.1 Applicable Specifications

Perform all construction in conformance with ANSI/AWWA C600 unless otherwise specified.

C.2 Water Main

Supply and install pipe fittings, couplings, bends, and appurtenances as required to furnish a complete and fully functional system. A 7-foot depth of cover (as measured from the top of the pipe to the future street grade) over all newly installed water utility piping is desired for this project unless directed otherwise by Beaver Dam Utilities or its delegated representative. No water utility piping shall be installed with a depth of cover less than 5.0 feet. The elevations of the proposed water utility piping as shown on the plans is approximate. Review plans for conflicts with other existing or new utilities and coordinate with Beaver Dam Utilities or its delegated representative on any changes to the plan.

Install insulation if the depth of cover is less than 7'-0" or a utility crossing effectively removes earthen freeze protection (storm sewer crossings, etc.). Install insulation as directed by Beaver Dam Utilities or its delegated representative. Insulation installation shall be considered incidental to the water construction.

Begin construction of the water main only after the deeper sanitary sewer and storm sewer work has been completed unless pre-approved by Beaver Dam Utilities prior to construction.

Take every precaution to prevent foreign material from entering the pipe while it is being placed in the line. If the contractor cannot put the pipe into the trench and in place without getting earth or foreign matter into it, the Beaver Dam Utilities or its designated representative may require that before lowering the pipe into the trench, a heavy, tightly woven bag of suitable size shall be placed over each end and left there until the connection is to be made to the adjacent pipe.

Install the new water utility piping and test while the existing water utility piping is still in operation to keep water service to the adjacent residents and businesses for as long as possible. Coordinate interruption to business and commercial users so the interruption will not cause a disruption of business or commercial activities. Give all users 24-hour notice of service interruption, except during emergencies. Make arrangements with Beaver Dam Utilities to sequence connection and operation of new mains and abandonment of existing mains.

Note that Beaver Dam Utilities has encountered problems in past projects with plugged meters and low water pressure at adjacent houses after the service has been turned off and then on again. The city softens their water which can create a thin layer of scaling material on the inside of the existing water main pipes. When these existing pipes are disturbed (cut for connection to new piping, water main flushing, etc.), this scaling material can break apart into small flaky pieces and become plugged in the water meters or faucet screens. As such, Beaver Dam Utilities requires when existing piping is cut at all connection points, that the

inside of the existing water main be thoroughly cleaned to remove any loose debris in the pipe or to remove any pieces that may break off during water main flushing.

Exercise extreme care in handling all pipe, fittings, and special castings so as to prevent breakage and damage. Under no circumstances shall they be dropped into the trench or so handled as to receive hard blows or jolts when being moved. Inspect the pipe or fittings for defects before lowering and while suspended. All materials used in the work must pass field inspection.

C.3 Embedment

The bedding, haunching and initial backfill material shall be ¾-inch clear stone. Install and compact the initial backfill (cover material) to a minimum of 12-inches over the top of the pipe.

Use Class II embedment for all PVC and copper pipe installed under this contract according to the contract drawings and ASTM D2321. Use Class B embedment for all ductile iron pipe installed under this contract according to the contract drawings and ASTM C12.

C.4 Trench Backfill

Backfill all trenches and excavations with granular backfill conforming to standard spec 209 or dense graded base (1 1/4-Inch) conforming to standard spec 305. Excavated material from trench conforming to Standard spec 209 for granular backfill may be used to supplement any imported materials, if approved by Beaver Dam Utilities.

Mechanically compact the backfill material in 12-inch thick layers, from a distance of one foot above the pipe to the finished subgrade. The degree of compaction shall be to 95 percent maximum dry density per modified proctor (ASTM D1557).

C.5 Unstable Soil

If in the opinion of the Beaver Dam Utilities or its designated representative the trench bottom is of unstable material, the Beaver Dam Utilities or its designated representative may direct the contractor to excavate the unstable material and replace same with ¾ inch washed stone. Washed stone used in such cases shall be considered incidental and included in the price bid for water main or water service unless bid or specified otherwise.

C.6 Water Shut-Off Notice and Existing Valve Operation

Give Beaver Dam Utilities notice at least 24 hours prior to any planned water shut-off that may extend continuously for more than 1 hour. Coordinate with Beaver Dam Utilities to attempt to notify 100% of the adjacent residents and businesses that may be directly affected by proposed construction activities. Notify at least 24 hours prior to the proposed construction activity and deliver either by personal contact and/or by placing a written notification in a conspicuous location at each property. Clearly indicate the type of construction activity, the start date and time, the finish date and time, and what the effect will be upon the property owner or what response is expected from said property owner. Additionally, provide similar notice to the Beaver Dam Utilities or its designated representative. This work shall be incidental to construction.

Only Beaver Dam Utilities water utility personnel will be allowed to operate all existing water supply valves.

C.7 Tracer Wire

Install tracer wire along all newly installed water main and water service piping. The cost of tracer wire installation shall be incidental to the water construction. Ground level access locations shall be at fire hydrants (for mainline piping) and at curb stop boxes (for water service piping) using a tracer wire terminal box set next to the hydrant and curb stop box as shown in the contract drawings or as directed by Beaver Dam Utilities. Provide 18 inches of extra wire at all terminations. Set tracer wire terminal boxes flush with the finished ground elevation.

Install tracer wire continuous to the greatest extent possible with the wire placed along the top of the entire length of the pipe, and taped to the pipe, including hydrant barrels, at intervals not exceeding 10-feet. Hold splices in the wire to a minimum. Where splices are necessary, make with underground rated mechanical wire connectors or by twisting the wires a minimum of 4 times and soldering, then wrapping with two layers of polyethylene tape to 6-inches beyond the stripped wire. Splicing with wire nuts shall not be allowed.

All tracer wire must pass a locating test. Locates shall be done in the presence of the engineer prior to acceptance of respective pipe installation. Provide all equipment necessary to make the test. All tracer wire testing shall be incidental to construction.

C.8 Disinfecting Water Mains

Disinfect all water main and services in conformance with ANSI/AWWA C651. The main will not be accepted or placed in service until two consecutive satisfactory tests are taken a minimum of 24 hours apart from samples of the new main following the final flushing. The testing lab shall furnish copies of all lab results from the bacteriological tests run on the water mains to the Beaver Dam Utilities.

The quantity of sampling as well as the sampling locations shall be as directed by Beaver Dam Utilities or its delegated representative. In general, at least one set of samples shall be collected from every 1,200 feet of the new water main, plus one set of samples from the end of the main and a minimum of one set from each water main branch.

C.9 Dechlorinating Water Mains

The local water utility will provide water for filling and flushing water mains at no cost to the contractor. Keep a record of the estimate of water used and provide to the water utility at the completion of the project.

Dechlorinate all chlorinated water discharged directly or indirectly to surface waters as a result of flushing newly installed water mains, discharging water tanks or reservoirs, hydrant flushing, test pumping wells, or any other circumstance according to the current "Hydrostatic Test Water or Water Supply System Water General Permit, WPDES Permit No. WI-0057681". Reduce the free chlorine residual of discharged water to 0.1 parts per

million or less or to the normal operating concentration of the chlorine residual maintained in the water supply system. Measure the concentration of free chlorine residual at the point of surface water entrance.

Chlorinated water flushed/discharged from the newly installed water utility piping may be directed into the city sanitary sewer system for treatment. If this is the contractor's intention, notify Beaver Dam Utilities at least 24-hours prior to flushing activities.

C.10 Determination of Active Water Services

Provide the necessary inspections and excavations to determine which water services are active and shall be reconnected and relayed. Approximate locations of the existing water services based on city/utility records are shown on the contract drawings. Locate and verify all active water services along the project. The cost of this verification is considered incidental to the water construction. Beaver Dam Utilities staff will be available to assist the contractor in making this determination.

C.11 Water Services

The work includes all labor and materials to reconstruct and reconnect each existing active water service, plus install any new services that the contractor is directed by Beaver Dam Utilities to be installed at the time of construction. Start this work only after the hydrostatic and bacteriological tests of the mainline have been successfully completed and verified by Beaver Dam Utilities water utility staff.

The pipe size for all existing water services is based upon information contained in the city/utility records. If during construction, a different water service pipe size is encountered, match the size of the new pipe to the existing pipe, within reason, as directed by Beaver Dam Utilities. In no case shall the water service pipe size be decreased without the consent of Beaver Dam Utilities. If a different water service pipe size is encountered from that noted on the plans, notify Beaver Dam Utilities of the difference and document the existing pipe size and also the size of the new water service being installed. The minimum pipe diameter for new water service is 1-inch.

In all cases, locate the connection from the new service pipe to the existing service pipe beyond the limits of the new street sidewalk. The exact location will depend upon the condition of the existing pipe and be as shown on the plan or as directed in the field by Beaver Dam Utilities or its delegated representative.

C.12 Connect New Water Piping to Existing Pipes

Provide all labor and materials required to properly connect the new water utility piping to the existing water piping and fittings at the locations shown on the contract drawings. This shall include all fittings, including vertical bends, to properly align the new and old pipe and complete the water-tight connection. All connections into existing piping and fittings shall be incidental to the construction of the respective water piping.

At all side street water main connections along the length of the project, use the bend fittings that are shown on the plan, to adjust the new piping for both horizontal and vertical alignment so as to properly match the existing pipe. No additional compensation will be allowed for misaligned pipes requiring additional fittings because of contractor negligence.

C.13 Water/Sewer Pipe Crossings

Maintain the following minimum separations unless otherwise approved by Beaver Dam Utilities or its delegated representative. Wherever the sewer crosses above a water main maintain a clear vertical separation of 18 inches (outside of pipe to outside of pipe) and wherever the sewer crosses below the water main maintain a clear vertical separation of 6 inches (outside of pipe to outside of pipe).

C.14 Testing

Hydrostatic tests shall consist of pressure and leakage test according to ANSI/AWWA C600, Hydrostatic Testing. Conduct the hydraulic tests at 150 psi. Water shall not be added during the pressure test. No pipe section will be accepted if the test pressure drops more than 5 psi within the two-hour test duration. The leakage is the amount of water required to bring the pressure back up to the starting pressure once the pressure test passes.

Conduct hydrostatic tests on sections of water main recommended as ready by the contractor and approved by the Beaver Dam Utilities or its designated representative. No section shall be less than one block (approximately 400 feet) of water main unless conditions warrant such testing of smaller sections. Furnish and operate all equipment required for hydrostatic testing under the supervision of Beaver Dam Utilities or its delegated representative.

All water main piping shall not be accepted or placed in service until two consecutive water sample tests are satisfactory obtained meeting the requirements mentioned herein.

Test all tracer wire for electrical continuity as required by Beaver Dam Utilities. Provide all equipment necessary to make the test and to establish continuity of all tracer wire.

If any of the tests are not met, the contractor shall, at his or her own expense, determine the source of the problem and repair or replace all defective materials.

D Measurement

The department will measure Water Main (Size); Water Service (Size) by the linear foot; approved by Beaver Dam Utilities, and acceptably completed. The measurement for water main, water service, piping is the actual length of pipe and does not include fittings (valves, tees, crosses, bends, reducers, curb stops, corporations, etc.) necessary to provide a complete working system.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Water Service (1-Inch to 2-Inch)	LF
SPV.0090.04	PVC Water Main 4-Inch	LF
SPV.0090.05	PVC Water Main 6-Inch	LF
SPV.0090.06	PVC Water Main 10-Inch	LF
SPV.0090.07	Ductile Iron Water Main 10-Inch	LF

Payment is full compensation for providing all labor, equipment, and materials, including pipe, tracer wire, tracer wire terminal box, and miscellaneous items for installing of a complete working system; for furnishing all excavating, except rock excavation; furnishing and placing pipe bedding; for forming foundation; for replacing unstable material in the trench bottom; for sheeting and shoring; for dewatering; for making connections to new or existing pipe or fixtures; furnishing and placing granular backfill; compacting the backfill; for providing insulation where required; for removing sheeting and shoring; for testing and chlorination; for dechlorination (if required); for cleaning out pipes and structures; and restoring the worksite.

Payment for Water Service (Size) also includes all work and materials, including miscellaneous fittings to properly connect the new service to the existing service pipe according to the specifications. Additionally, if Beaver Dam Utilities or its delegated representative directs the contractor to install a service without connecting it to an existing pipe (for a future connection), then this work item shall also include any fittings required to properly cap or plug and mark the end of the pipe.

44. PVC Storm Sewer Pipe 6-Inch, Item SPV.0090.08; PVC Storm Sewer Pipe 8-Inch, Item SPV.0090.09; PVC Storm Sewer Pipe 10-Inch, Item SPV.0090.10; PVC Storm Sewer Pipe 12-Inch, Item SPV.0090.11.

A Description

This special provision describes furnishing and installing the PVC Pipes, per plan details and at the locations shown on the plans for the purpose of conveying storm water from existing private pipe connections to the storm sewer.

B Materials

The PVC elbows, reducers, risers, and any other necessary pipe fitting shall conform to the requirements of the specifications listed in ASTM 949. The manufacturer of the PVC pipe shall provide the PVC pipe fittings to ensure compatibility.

The PVC pipe shall conform to the requirements of the specifications listed in ASTM 949. A Certificate of Compliance shall be furnished to the engineer prior to placement.

C Construction

Follow the manufacturers recommended installation procedures and use the manufacturers recommended installation materials when joining PVC pipe.

Connect the PVC Pipe to the existing private pipe as shown in the plans.

D Measurement

The department will measure PVC Storm Sewer Pipe (size) by the linear foot from the center of the new storm sewer structure to the location where the connection is made at the existing private pipe, acceptably completed in place.

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	PVC Storm Sewer Pipe 6-Inch	LF
SPV.0090.09	PVC Storm Sewer Pipe 8-Inch	LF
SPV.0090.10	PVC Storm Sewer Pipe 10-Inch	LF
SPV.0090.11	PVC Storm Sewer Pipe 12-Inch	LF

Payment is full compensation for PVC Pipe, including excavation, base aggregate, backfilling and compacting; all PVC components, pipe fittings, glues, joint compounds, sealers; and connection to the new storm sewer structure. Providing the connection at the existing private pipe is paid for separately.

45. Removing Lighting Conduit & Wire, Item SPV.0105.01.**A Description**

Remove existing street light conduit, pull boxes, wiring and other miscellaneous related items within the project limits and according to standard spec 204.

B Materials

Use backfill material according to standard spec 209.

C Construction

Remove the existing street lighting conduit, pull boxes, wiring and other miscellaneous related items; and dispose of all materials outside of the right-of-way according to standard spec 204 and 638.3. All items removed shall be the property of the contractor and shall be removed from the construction site and disposed of properly.

D Measurement

The department will measure Removing Lighting Conduit & Wire by the lump sum, approved by the City of Beaver Dam, and acceptably completed.

E Payment

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Removing Lighting Conduit & Wire	LS

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

46. Remove Existing Sanitary Structure, Item SPV.0105.02; Remove Existing Water Structure, Item SPV.0105.03.

A Description

Removing the existing sanitary sewer and water facilities as shown in the plans and hereinafter provided and abandon the existing piping system.

B (Vacant)

C Construction

C.1 Remove Sanitary Sewer Structures (and abandon facilities as required)

The price for this item shall include the cost of furnishing all necessary labor, materials, equipment, excavation, salvage, proper disposal of excess material, sheeting, shoring, dewatering, backfilling, compaction, and all related work to dismantle or remove the existing manholes, to bulkhead each exposed end of the sanitary pipe and abandon in-place if the existing piping is not located within the normal excavation limits of the new construction, or to remove the existing piping if it is located within the normal excavation limits of the new construction, all as stated herein and according to the Standard Specifications for Sewer and Water Construction in Wisconsin.

Remove completely all existing facilities that are in conflict with the new facilities and/or are located within the excavation/trench limits of the new facilities (incidental to construction).

Bulkhead the exposed ends of the existing sanitary pipes that are not in conflict with or located within the excavation limits of the new facilities. The bulkhead shall consist of a minimum 8-inch thick solid pour-in-place concrete wall to completely seal the exposed end of the pipe, or by other method as approved by the Beaver Dam Utilities or its designated representative.

Remove existing manholes either completely or to a point 5 feet below grade (minimum). Completely fill the remaining void and/or manhole base with compacted granular backfill only after the exposed pipe ends have been sealed with a bulkhead.

C.2 Remove Water Structures (and abandon facilities as required)

The price for this item shall also include the cost of furnishing all necessary labor, materials, equipment, excavation, salvage, proper disposal of excess material, sheeting, shoring, dewatering, backfilling, compaction, and all related work to dismantle or remove the existing structures, valve boxes, hydrants, to bulkhead each exposed end of the water pipe and abandon in-place if the existing piping is not located within the normal excavation limits of the new construction, or to remove the existing piping if it is located within the normal excavation limits of the new construction, all as stated herein and according to the Standard Specifications for Sewer and Water Construction in Wisconsin.

Remove completely all existing facilities that are in conflict with the new facilities and/or are located within the excavation/trench limits of the new facilities (incidental to construction).

Bulkhead the exposed ends of the existing water pipes that are not in conflict with or located within the excavation limits of the new facilities. The bulkhead shall consist of a minimum 8-inch thick solid pour-in-place concrete wall to completely seal the exposed end of the pipe, or by other method as approved by the Beaver Dam Utilities or its designated representative.

Remove existing valve boxes and/or valve manholes completely or to a point 5 feet below grade (minimum). Completely fill the remaining void with compacted granular backfill only after the exposed pipe ends have been sealed with a bulkhead.

Remove fire hydrants completely, bulkhead the remaining pipe, and completely fill the void with compacted granular backfill.

D Measurement

The department will measure Remove Existing Sanitary Structure; and Remove Existing Water Structure by the lump sum unit of work, approved by Beaver Dam Utilities, and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Remove Existing Sanitary Structure	LS
SPV.0105.03	Remove Existing Water Structure	LS

Payment is full compensation for providing all labor, equipment and materials for furnishing all structure removal and associated pipe abandonment and/or removal; for furnishing all excavating, for sheeting and shoring; for dewatering; for installing concrete bulkheads; for proper disposal of removed items (including salvage if applicable); for furnishing and placing granular backfill; compacting the backfill; and for restoring the worksite.

47. Rectangular Rapid Flashing Beacon (RRFB) With Pedestrian Activation SPV.0105.04.

A Description

Furnish and install a Rectangular Rapid Flashing Beacon (RRFB) with Pedestrian Activation as described herein and as shown in the plans. The assembly shall be hardwired and pedestrian-activated by pushbutton.

B Materials

B.1 General Requirements

The RRFB shall be in conformance with all applicable MUTCD standards and guidelines, and shall exceed the minimum requirements specified in FHWA Memorandum IA-11,

Interim Approval for Optional Use of Rectangular Rapid Flashing Beacons. It shall consist of rapidly and alternately flashed rectangular yellow indications having LED-array based pulsing light sources, and shall be designed, located, and operated according to the detailed requirements specified in Memorandum IA-11,

Interim Approval for Optional Use of RRFB and subsequent amendments as detailed herein.

- 1.1 Each RRFB shall be a complete assembly consisting of but not limited to controller and electrical components (wiring), LED indications in a light bar, signage, sign mounting and pushbuttons.
- 1.2 An RRFB assembly will have two light bars (mounted back-to-back facing dual directions) on the west side of Spring Street on a decorative light pole (Station 18+61, 24' LT). The east side of Spring Street will have two separate single-sided installations (Station 18-49, 24.75' RT and Station 18+61.3, 24.75' RT) as detailed in the project plan.
- 1.3 Each Light Bar shall house two rapidly and alternately flashing rectangular yellow indications and two yellow side-mounted pedestrian indications, one on each end as shown in the plans. Each side-mounted pedestrian indication shall have an LED-array based light source. The LED-based pulsing light arrays shall be designed, located and operated according to the detailed requirements as specified on the plans. Active vehicle indications shall be visible at distances over 1000 feet during the day and over 1 mile at night.
- 1.4 Individual components shall be replaceable independently of other components, equipped with approved terminal strips or wire-end molded connectors.

B.2 Functional Requirements

Per FHWA guidelines and subsequent officially issued interpretations by FHWA, RRFB shall be normally dark, shall initiate operation only upon pedestrian actuation, and shall cease operation at a predetermined time after the pedestrian actuation. The flash cycle duration should be based on the MUTCD procedures for timing of pedestrian clearance times for pedestrian signals: refer to MUTCD 2009 Section 4E.06 and any State-specified regulations.

Flash rate of beacons shall also conform to FHWA and MUTCD requirements, guidance and officially issued interpretations, including the originally approved flash pattern in Interim Approval 11 and clarified in Interpretations 4(09)-21 and 4(09)-22 or the WW+S flash pattern approved in 4(09)-41 (I) – “Additional Flash Pattern for RRFBs”.

The outside edges of the RRFB indications, including the Light Bar, shall not project beyond the outside edges of the W11-2. The flash rate of each individual yellow indication, as applied over the full on-off sequence of a flashing period of the indication, shall not be between 5 and 30 flashes per second, to avoid frequencies that might cause seizures.

- 2.1 Each RRFB shall require 110VAC.
- 2.2 Upon activation by ADA-compliant pushbutton, the two yellow indications in each RRFB shall flash in a rapidly alternating “wig-wag” flashing sequence (left indication on, then right indication on).
- 2.3 The light intensity of the vehicle indications shall meet the minimum specifications of Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated November 2008. Manufacturer Certification of Compliance shall be provided upon request.
- 2.4 When activated, all indications associated with a given crosswalk (including those with an advance crossing sign, if used) shall simultaneously commence operation of their alternating rapid flashing within 120msec, and shall cease operation at a predetermined time after the pedestrian actuation.
- 2.5 The duration of the flash cycle shall be programmable from 1 second to 24 hours, in increments of seconds, minutes and hours.
- 2.6 The Pedestrian indications shall be directed at and visible to pedestrians both waiting to cross and within the crosswalk, and it shall flash concurrently with the vehicle indications to give confirmation that the RRFB is in operation.
- 2.7 The system shall include an actuation counter providing data that can be downloaded on-site to a laptop computer using DB9 or USB type cables.
- 2.8 Autonomy with a fully charged battery shall be up to 14-28 days without sun, dependent upon ambient temperature and number of activations.

B.3 Material Specification

- 3.1 Light Bar Housing and Indications
 - a. The Light Bar housing shall be constructed of durable, corrosion-resistant powder-coated aluminum with stainless steel fasteners.
 - b. Enclosed components shall be modular in design whereby any component can be easily replaced using common hand tools, without having to remove the housing from the pole.
 - c. All mounting hardware required for mounting the Light Bar housing shall be provided.
 - d. Each of the two vehicle RRFB LED indications shall be approximately 7.25" wide x 3" high with 8 high power LEDs.
 - e. A pedestrian 6 LED indication, approximately 0.5" wide x 2.5" high, shall be side-mounted on both sides in the Light Bar housing, as shown in the plans, to be directed at and visible to pedestrians both waiting to cross and within the crosswalk.
 - f. The LEDs used shall be rated for a minimum 15-year life span.

- g. All exposed hardware shall be anti-vandal.
- h. All individual components of the system shall be replaceable to allow for easy field repair and maintenance.

3.2 Controller

- a. The controller shall be housed in a NEMA 4X rated aluminum enclosure, intended for indoor or outdoor use, primarily to provide a degree of protection against corrosion, windblown dust and rain, splashing water, hose-directed water, and damage from ice formation.
- b. The LED light outputs and flash pattern shall be completely programmable, with the capability to actuate.
- c. The flashing output shall have 70 to 80 periods of flashing per minute, during which one of the yellow indications shall emit two medium pulses of light and the other yellow indication shall emit four short rapid pulses of light followed by a long pulse. The output current shall be maintained as programmed for the duration of the pulse. The flashing output shall be programmable.
- d. The controller shall be reconfigurable if future MUTCD or State guidelines specify a different flash pattern.
- e. The controller shall be capable of storing input count data in preset intervals, with downloadable capabilities using optional Windows-based PC software program and standard RS232 programming cable.
- f. The controller shall be, in the unlikely event of failure, replaceable independently of other components.

3.3 Power Supply

- a. The input voltage ranges from 100 to 240 volts and is between 50-60 Hz.
- b. The maximum total output from this supply is 30 watts.

3.4 Pedestal Shaft

- a. Shall meet the requirements as set forth in standard spec 657.2.4.
- b. Shall be a standard 4.5" OD aluminum pedestal pole. Supplied with one end threaded for easy installation into a pedestal base.
- c. Shall be a 13' Schedule 80 pipe raw aluminum.

3.5 Pedestal Base

- a. Shall meet the requirements as set forth in standard spec 657.2.5.
- b. The pedestal base shall be a cast aluminum pedestals mount on a concrete base attached by four internal anchor bolts imbedded in the base.
- c. The base shall have a large 8.5" square hand hole cover allowing access to the interior of the base.

3.5 Signs and Plaques

- a. All signs shall conform to MUTCD standards.
- b. All sign blanks and plaques shall be Federally specified .080 gauge, 5052 aluminum.

- c. Unless specified otherwise, sign sheeting shall be 3M DG3 Type XI 4081 - Fl. Yellow, Avery Dennison Omni-Cube T-11513 Fl. Yellow, or equivalent prismatic sheeting, with anti-graffiti overlay.
- d. All sign assemblies shall use provided anti-vandal fasteners and tools to mount components to sign, and sign to fixture.
- e. Crossing signs shall be W11-2 per MUTCD (4 signs).
- f. Crossing plaques W16-7P shall also accompany the crossing signs (4 signs).
- g. Pedestrian pushbutton instruction signs shall be furnished, at a minimum size of 5" x 7", to be mounted adjacent to or integral with each pedestrian pushbutton (2 signs).

3.6 Pushbutton

- a. The Push Button shall be capable of continuous operation within a temperature range of -30° to 165°F (-34° to 74°C).
- b. The Push Button shall be ADA compliant, and shall operate as a normally open (n/o) circuit.

B.4 Warranty

The system shall be supported by a three-year manufacturer's warranty.

C Construction

Assemble Rectangular Rapid Flashing Beacon (RRFB) With Pedestrian Activation per the manufacturer's recommendations. Mount the controller cabinet, signage, light bar and push buttons to the pole as shown on the plans and per the manufacturer's requirements.

D Measurement

The department will measure Rectangular Rapid Flashing Beacon (RRFB) With Pedestrian Activation, completed according to the contract and accepted, as a single complete lump sum unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.04	Rectangular Rapid Flashing Beacon (RRFB) With Pedestrian Activation	LS

Payment is full compensation for furnishing and installing the Rectangular Rapid Flashing Beacon (RRFB) With Pedestrian Activation including wire and all necessary mounting hardware and appurtenances.

48. Repair Traffic Signal Conduit & Wiring, Item SPV.0105.05.

A Description

This special provision describes removal and repair of traffic signal conduit and wiring on the south leg of the Spring Street and Mackie Street intersection according to the pertinent provisions of standard spec 651 through 655 and as hereinafter provided.

B Materials

Materials utilized to repair existing loop detector shall adhere to the pertinent provisions of standard specs 651 through 655 and as hereinafter provided.

C Construction

Notify Ritchie Piltz at the City of Beaver Dam at (920) 356-2543 at least 7 calendar days prior to commencing work on the signal. Complete the removal work and restore the signal to full functionality within 21 calendar days.

Arrange for the de-energizing of the traffic signals at the Spring Street and Mackie Street intersection with the local electrical utility after receiving approval from the engineer that the existing traffic signal can be powered down. The existing heads must be bagged and the intersection signed for all-way stop control once de-energized.

Prior to excavation near the affected conduit, disconnect the appropriate traffic signal cables and loop detector lead in cable in the controller cabinet. Once the wires are disconnected in the cabinet, disconnect the home run cable from the associated traffic signal cable in each affected signal pole base. Make sure to document the current traffic signal splicing configuration so that when the new traffic signal cable is placed, the wiring diagram will match the preconstruction condition. Remove the traffic signal cable in the conduit and the loop detector lead in cable from the conduit. The existing pull boxes and traffic signal cable in the traffic signal poles shall remain in place. Any disturbance to items intended to remain will be replaced at the contractor's expense.

During the excavation of the pavement, the conduit between EXPB9 and EXPB11 shall be removed without damage to the pull boxes.

After completion of the pavement excavation, work to install new conduit and traffic signal cable and loop detector lead in cable shall be paid for under the pertinent bid items. After the conduit and wiring is installed, reconnect the cables and wires.

Contact the City of Beaver Dam to arrange testing of the signal. Coordinate with the electric utility to reenergize the traffic signal. Test the signal to ensure full functionality. Demonstrate functionality to the city and engineer for approval.

D Measurement

The department will measure Repair Traffic Signal Conduit & Wiring as a complete lump sum unit of work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.05	Repair Traffic Signal Conduit & Wiring	LS

Payment is full compensation for providing all materials; for disconnecting and removing existing conduit and wires; for documenting preconstruction conditions; for testing of equipment after repair; for disposing of excess or waste materials.

49. Excavation, Hauling, Dewatering and Disposal of Contaminated Soil, Item SPV.0195.01.

A Description

A.1 General

This special provision describes excavating, dewatering, loading, hauling, and disposing of contaminated soil at a DNR licensed landfill facility; and possible excavated soil dewatering. The closest DNR licensed landfill facility is:

Glacier Ridge Landfill
N7296 Hwy V
Horicon, WI 53032
(920) 387-0987
Fax (920) 387-0980
Special Waste Expert: Floyd Leo
(920) 387-0628
Email: Floyd.Leo@AdvancedDisposal.com
-or- General Manager: Lonn Walter
Email: Lonn.Walter@AdvancedDisposal.com

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

A.2 Notice to the Contractor – Contaminated Soil Location

The department completed testing for soil contamination for locations within this project where excavation is required. Testing indicated that soil contaminated with PVOs and Naphthalene are present at the following location as shown on the plans:

1. Station 14+40 to 14+90 from 25 feet RT of centerline to 10 feet LT of centerline.

Depending on the final depth of utilities, it may be required to dewater soil prior to loading for disposal. Contractor shall be responsible for coordinating disposal of water via sanitary sewer discharge with the City of Beaver Dam wastewater treatment facility.

Directly load dewatered soil into trucks that will transport the soil to a WDNR-licensed landfill facility for disposal.

Manage all soil excavated from this project according to this special provision.

The excavation and dewatering management plan for this project has been designed to minimize the offsite treatment or disposal of contaminated material. The excavation and dewatering management plan, including these special provisions, has been developed in

cooperation with the WDNR. The WDNR concurrence letter is on file at the Wisconsin Department of Transportation.

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer.

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

Name: Travis Buross, P.E.

Address: WisDOT, 3550 Mormon Coulee Rd, La Crosse, WI 54601

Phone: (608) 245-2627

E-mail: travis.buross@dot.wi.gov

A.3 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: MSA Professional Services, Inc.

Address: 1230 South Boulevard, Baraboo, WI 53913

Contact: Brad Kraemer, P.G.

Phone: (608) 355-8891

Fax: (608)356-2770

E-mail: bkraemer@msa-ps.com

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
2. Identifying contaminated soils to be hauled to the landfill facility;
3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein;
4. Obtaining the necessary approvals for disposal of contaminated soil from the landfill facility; and,
5. Providing the contractor with soil sampling results to facilitate the contractor's coordination of disposal of water to the City of Beaver Dam sanitary sewer, for water management as discussed further below.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation and dewatering activities in the areas of contamination to the environmental consultant. Also notify the environmental consultant at least three calendar days prior to commencement of excavation or dewatering activities in the contaminated area.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation and dewatering activities in the contaminated area. Perform excavation and dewatering work in the contaminated area on a continuous basis until excavation work is completed.

Identify the DNR licensed landfill facility that will be used for disposal of contaminated soils, and provide this information to the environmental consultant 30 calendar days prior to the commencement of excavation but no later than at the preconstruction conference. The environmental consultant will be responsible for obtaining the necessary approvals from the landfill facility for bioremediation and/or disposal of contaminated soils. Do not transport contaminated soil offsite without sufficient dewatering (*e.g.*, so that trucks do not leak water during transit) and prior approval from the environmental consultant.

A.4 Health and Safety Requirements

Add the following to standard spec 107.1:

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

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

B (Vacant)

C Construction

Add the following to standard spec 205.3:

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated and contaminated water pumped.

The environmental consultant will periodically monitor soil excavated and water pumped from the contaminated area. The environmental consultant will evaluate excavated soil and pumped water based on field screening results, visual observations, and analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The soil sampling frequency shall be a maximum of one sample for every truckload excavated.

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

If soils must be temporarily stored prior to loading and hauling, directly load excavated soils into temporary storage containers (*e.g.* roll-offs). Ensure that containers are in good condition and leak-proof. Do not stockpile excavated material outside of containers. During periods when containers are not being actively loaded or emptied, cover containers with an impermeable material (*e.g.* plastic).

Equip trucks used for hauling excavated soil with watertight seals and tarps. Equip truck bed gates with locking mechanisms to prevent accidental discharge of excavated soil.

Water generated during construction, including excavated soil dewatering, will require proper handling and disposal. The City of Beaver Dam has given prior approval to allow contaminated water from dewatering operations in the area listed under A.2 above to discharge into the sanitary sewer for treatment by the City of Beaver Dam. Contractor shall perform all necessary monitoring to document compliance with the requirements of the City of Beaver Dam. Furnish install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with the requirements of the City of Beaver Dam.

Grit (such as sand, sediment, detritus, etc.) will be removed from water prior to direct discharge to the City of Beaver Dam's sanitary sewer.

Provide, operate, and maintain adequate pumping and water storage equipment. Minimize the amount and duration of pumping to minimize the amount of water necessary to discharge into the sanitary sewer. Notify the engineer of any discharge activities, and coordinate with the City of Beaver Dam as necessary to discharge water, including permits if required. Provide such permits and written documentation of coordination to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

The environmental consultant may periodically evaluate water pumped during construction activities. Assist the environmental consultant in collecting water samples.

If necessary, pump water generated during construction into temporary, leak-proof holding tanks provided by the contractor in order to complete construction. Coordinate holding tank mobilizations and transportation/disposal of contaminated water if necessary. The cost for holding tank mobilization, transportation, and contaminated water disposal will be paid by the contractor.

Dispose of soil associated with dewatering activities at a DNR licensed landfill facility as described above.

D Measurement

The department will measure Excavation, Hauling, Dewatering and Disposal of Contaminated Soil in tons of contaminated soil, accepted by the DNR licensed landfill facility as documented by weight tickets generated by the landfill facility. Management and disposal/treatment of contaminated water is considered incidental to the contract.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.01	Excavation, Hauling, Dewatering and Disposal of Contaminated Soil	TON

Payment is full compensation for excavating, segregating, loading, hauling, and disposal of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of soil samples for field evaluation; and dewatering of soils prior to transport, if necessary. Management and disposal/treatment of contaminated water is considered incidental to other bid items in the contract. The department will not pay directly for management and disposal/treatment of contaminated water.

**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 1 (*number*) TrANS Graduate(s) be utilized on this contract.

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 1 (number) TrANS Apprentice(s) be utilized on this contract.

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

1. Description

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

2. Definitions

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

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

3. DBE Percentage Required at Bid Submission

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

4. WisDOT Interpretation of Federal DBE Program Provision

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

a. Department's DBE Evaluation Process

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

b. Documentation Submittal

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

[DT1202] must be submitted no later than 2 business days from contractor's initial submission of the DT 1506. The contractor must provide a signed Attachment 'A' form to the DBE office within the time limit in order to receive authorization for contract execution; the DBE office reserves the right accept alternate documentation in lieu of the signed form in extenuating circumstances. Documentation must be submitted to the DBE Office by email at DBE_Alert@dot.wi.gov (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://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-267-3849.

9. Counting DBE Participation

Assessing DBE Work

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

10. Commercially Useful Function

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

11. Credit Evaluation for Trucking

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

12. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

c. Brokers, Transaction Expeditors, Packagers, Manufacturers Representatives

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

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

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

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

13. Credit Evaluation for DBE Primes

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

14. Joint Venture

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

15. Mentor Protégé

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

16. DBE Replacement or Termination

Contractual Requirement

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

Contractor Considerations

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

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

The Request to Replace or Terminate a DBE

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

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

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

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

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

Evaluation and Response to the Request

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

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

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

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 paragraph two 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, 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 six 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.
-

455.5.3 Tack Coat

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

- (2) The department will adjust pay for Tack Coat, under the Nonconforming Tack Coat administrative item, for nonconforming material the engineer allows to remain in place at a maximum of 75 percent of the contract unit price.
-

460.2.7 HMA Mixture Design

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

- (1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to CMM 8-66.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	LT	MT	HT	SMA
ESALs x 10 ⁶ (20 yr design life)	<2.0	2 - <8	>8	—
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM D5821) (one face/2 face, % by count)	65/—	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	43	45	45
Sand Equivalency (AASHTO T176, min)	40	40	45	50
Gyratory Compaction				
Gyrations for N _{ini}	6	7	8	8
Gyrations for N _{des}	40	75	100	65
Gyrations for N _{max}	60	115	160	160
Air Voids, %V _a (%G _{mm} N _{des})	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G _{mm} N _{ini}	<= 91.5 ^[1]	<= 89.0 ^[1]	<= 89.0	—
% G _{mm} N _{max}	<= 98.0	<= 98.0	<= 98.0	—
Dust to Binder Ratio ^[2] (% passing 0.075/P _{be})	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 ^[4] [5]	65 - 75 ^[3] [5]	65 - 75 ^[3] [5]	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283) ^[6] [7]				
no antistripping additive	0.75 min	0.75 min	0.75 min	0.75 min
with antistripping additive	0.80 min	0.80 min	0.80 min	0.80 min
Draindown (AASHTO T305) (%)	—	—	—	0.30

^[1] The percent maximum density at initial compaction is only a guideline.

^[2] For a gradation that passes below the boundaries of the caution zone (ref. AASHTO M323), the dust to binder ratio limits are 0.6 - 1.6.

^[3] For No. 5 (9.5mm) and No. 4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76 percent.

^[4] For No. 2 (25.0mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

^[5] For No. 1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

^[6] WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.

^[7] Run TSR at asphalt content corresponding to 3.0% air void regressed design using distilled water for testing.

460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater

Replace paragraph six with the following:

- (6) Conduct TSR tests during mixture production according to CMM 8-36.6.14. Test each full 50,000 ton production increment, or fraction of an increment, after the first 5000 tons of production. Perform required increment testing in the first week of production of that increment. If production TSR values are below the limit specified in CMM 8-36.6.14, notify the engineer. The engineer and contractor will jointly determine a corrective action.

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, 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.

643.3.1 General

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

- (1) Provide and maintain traffic control devices located where the plans show or engineer directs to maintain a safe work zone throughout the contract duration. Relocate as required to accommodate changing work operations. When not in use, place devices away from traffic outside of paved and gravel shoulder surfaces. Where there is barrier on the shoulder, the contractor may place devices not in use on the shoulder as close as possible to the barrier and delineated with drums. Lay signs and supports flat on the grade with uprights oriented parallel to and downstream from traffic. Do not stack devices or equipment. Promptly remove temporary devices from within the project limits as follows:
- That will not be used within 14 consecutive calendar days.
 - Within 5 business days of substantial completion unless the engineer allows otherwise.

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.

646.3.1.1 General Marking

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

- (1) Prepare the surface and apply marking as the manufacturer specifies. Provide manufacturer specifications as the engineer requests. Do not mark over a marking product with less adherence or over chipped or peeled marking. Do not remove polymer overlay materials in areas receiving pavement marking. Use only epoxy pavement marking where the contract requires marking placed on polymer overlays.

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

- (5) After the marking can sustain exposure to traffic, re-apply clear protective surface treatment conforming to 502.2.11 where removed from structures during marking surface preparation. Seal exposed concrete including grooves for tape. Cover marking during resealing with a system that will not degrade the marking's retroreflectivity when removed. Uncover marking before opening to traffic.

701.3 Contractor Testing

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

- (1) Perform contract required QC tests for samples randomly located according to CMM 8-30. Also perform other tests as necessary to control production and construction processes, and additional testing enumerated in the contractor's quality control plan or that the engineer directs. Use test methods as follows:

TABLE 701-2 TESTING STANDARDS

TEST	TEST STANDARD
Washed P 200 analysis	AASHTO T11 ^[1]
Sieve analysis of fine and coarse aggregate	AASHTO T27 ^[1]
Aggregate moisture	AASHTO T255 ^[1]
Sampling freshly mixed concrete	AASHTO R60
Air content of fresh concrete	AASHTO T152 ^[2]
Air void system of fresh concrete	AASHTO Provisional Standard TP118
Concrete slump	AASHTO T119 ^[2]
Concrete temperature	ASTM C1064
Concrete compressive strength	AASHTO T22
Making and curing concrete cylinders	AASHTO T23
Standard moist curing for concrete cylinders	AASHTO M201

^[1] As modified in CMM 8-60.

^[2] As modified in CMM 8-70.

715.2.3.1 Pavements

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

- (6) For new lab-qualified mixes, test the air void system of the proposed concrete mix conforming to AASHTO provisional standard TP 118. Include the SAM number as a part of the mix design submittal.

715.3.1.1 General

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

- (1) Provide slump, air content, concrete temperature and compressive strength test results as specified in 710.5. Provide a battery of QC tests, consisting of results for each specified property, using a single sample randomly located within each subplot. Cast three cylinders for strength evaluation. For pavement concrete, also test the air void system conforming to AASHTO provisional standard TP118 at least once per lot and enter the SAM number in the MRS for information only.

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 replacing paragraphs three and four with the following 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.

646.3.1.2 Liquid Marking

Correct errata by changing "epoxy overlays" to "polymer overlays".

- (5) Apply liquid marking and glass beads across the line at or exceeding the following:

LIQUID MARKING	PAVEMENT TYPE	THICKNESS (mils)	BEAD APPLICATION (pounds per gallon)
Paint	all	16	8-10
Epoxy	SMA, seal coats, and polymer overlays	25	25
Epoxy	all other	20	22.5

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, including 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.

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
FOR PROJECTS WITH FEDERAL AID**

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however 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 will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

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

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. 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. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

General Decision Number: WI170010 12/22/2017 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
18	12/22/2017

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, TREMPLEALEAU, 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 12/01/2017

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, TREMPLEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 33.21	19.75

ELEC0014-007 06/05/2017		

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 25.81	14.01
Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).		

ELEC0127-002 06/01/2017

KENOSHA COUNTY

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

ELEC0158-002 06/05/2017

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

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

ELEC0159-003 06/05/2017

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.75	20.96

ELEC0219-004 06/01/2016

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

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

ELEC0242-005 06/04/2017

DOUGLAS COUNTY

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

ELEC0388-002 05/30/2016

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 30.69	26.00% +10.05

ELEC0430-002 06/01/2017

RACINE COUNTY (Except Burlington Township)

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

ELEC0494-005 06/01/2017

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

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

ELEC0494-006 06/01/2017

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

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

ELEC0494-013 06/01/2015

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

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 16.47	14.84
Technician.....	\$ 26.00	17.70

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 06/01/2017

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 31.15	18.22

ELEC0890-003 06/01/2017

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,
 RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 33.25	19.34

ELEC0953-001 07/01/2015		

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 42.14	32% + 5.00
(2) Heavy Equipment Operator.....	\$ 40.03	32% + 5.00
(3) Equipment Operator.....	\$ 33.71	32% + 5.00
(4) Heavy Groundman Driver..	\$ 26.78	14.11
(5) Light Groundman Driver..	\$ 24.86	13.45
(6) Groundsman.....	\$ 23.18	32% + 5.00

ENGI0139-005 06/05/2017		

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

HAZARDOUS WASTE PREMIUMS:
 EPA Level "A" protection - \$3.00 per hour
 EPA Level "B" protection - \$2.00 per hour
 EPA Level "C" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader;

joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender.

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/01/2017

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 31.24	26.97
Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.		

IRON0008-003 06/01/2017

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.19	26.97
Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.		

IRON0383-001 06/01/2017

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 34.50	23.82

IRON0498-005 06/01/2016

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

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

IRON0512-008 05/01/2017

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

	Rates	Fringes
IRONWORKER.....	\$ 36.50	26.45

IRON0512-021 05/01/2017

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.04	26.45

LABO0113-002 06/05/2017

MILWAUKEE AND WAUKESHA COUNTIES

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

LABORERS CLASSIFICATIONS

- GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler
- GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer
- GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man
- GROUP 4: Line and Grade Specialist
- GROUP 5: Blaster and Powderman
- GROUP 6: Flagperson; traffic control person

LABO0113-003 06/05/2017

OZAUKEE AND WASHINGTON COUNTIES

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

LABORERS CLASSIFICATIONS

- GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;
Demolition and Wrecking Laborer; Guard Rail, Fence, and
Bridge Builder; Landscaper; Multiplate Culvert Assembler;
Stone Handler; Bituminous Worker (Shoveler, Loader, and
Utility Man); Batch Truck Dumper or Cement Handler;
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);
Concrete Handler
- GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated);
- GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man
- GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/05/2017

KENOSHA AND RACINE COUNTIES

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

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LABO0140-002 06/05/2017

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.71	16.79
Group 2.....	\$ 30.81	16.79
Group 3.....	\$ 30.86	16.79
Group 4.....	\$ 31.06	16.79
Group 5.....	\$ 30.91	16.79
Group 6.....	\$ 27.34	16.79

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand

Operated); Chain Saw Operator, Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 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 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

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, TREMPPEALEAU, 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, 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.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical

order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the

Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

General Decision Number: WI170008 12/22/2017 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
19	12/22/2017

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, TREMPPEALEAU, 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
PILED RIVERMAN		
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 12/01/2017

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, TREMPEREAU, VERNON, AND WASHBURN
 COUNTIES

	Rates	Fringes
Electricians:.....	\$ 33.21	19.75

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

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, OZAUCKEE, 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, OZAUKEE, 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, TREMMPEALEAU, 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.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any

solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

March 2017

**NOTICE TO BIDDERS
WAGE RATE DECISION**

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

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

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

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



Proposal Schedule of Items

Page 1 of 10

Proposal ID: 20180213002 Project(s): 3803-00-65, 3803-00-66

Federal ID(s): WISC 2018081, N/A

SECTION: 0001

Contract Item

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0120 Clearing	148.000 ID	_____.	_____.
0004	201.0220 Grubbing	148.000 ID	_____.	_____.
0006	204.0100 Removing Pavement	2,093.000 SY	_____.	_____.
0008	204.0150 Removing Curb & Gutter	1,529.000 LF	_____.	_____.
0010	204.0155 Removing Concrete Sidewalk	1,306.000 SY	_____.	_____.
0012	204.0210 Removing Manholes	8.000 EACH	_____.	_____.
0014	204.0220 Removing Inlets	10.000 EACH	_____.	_____.
0016	204.0245 Removing Storm Sewer (size) 01. 6-Inch	50.000 LF	_____.	_____.
0018	204.0245 Removing Storm Sewer (size) 02. 8-Inch	33.000 LF	_____.	_____.
0020	204.0245 Removing Storm Sewer (size) 03. 10-Inch	70.000 LF	_____.	_____.
0022	204.0245 Removing Storm Sewer (size) 04. 12-Inch	961.000 LF	_____.	_____.
0024	204.0245 Removing Storm Sewer (size) 05. 18-Inch	80.000 LF	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 06. 24-Inch	305.000 LF	_____.	_____.
0028	204.0280 Sealing Pipes	1.000 EACH	_____.	_____.
0030	205.0100 Excavation Common	5,255.000 CY	_____.	_____.



Proposal Schedule of Items

Page 2 of 10

Proposal ID: 20180213002 Project(s): 3803-00-65, 3803-00-66

Federal ID(s): WISC 2018081, N/A

SECTION: 0001

Contract Item

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	213.0100 Finishing Roadway (project) 01. 3083-00-65	1.000 EACH	_____.	_____.
0034	305.0120 Base Aggregate Dense 1 1/4-Inch	2,700.000 TON	_____.	_____.
0036	311.0110 Breaker Run	5,550.000 TON	_____.	_____.
0038	405.0100 Coloring Concrete WisDOT Red	30.000 CY	_____.	_____.
0040	405.1000 Stamping Colored Concrete	10.000 CY	_____.	_____.
0042	415.0080 Concrete Pavement 8-Inch	4,900.000 SY	_____.	_____.
0044	416.0160 Concrete Driveway 6-Inch	400.000 SY	_____.	_____.
0046	416.0610 Drilled Tie Bars	12.000 EACH	_____.	_____.
0048	416.0620 Drilled Dowel Bars	20.000 EACH	_____.	_____.
0050	465.0105 Asphaltic Surface	100.000 TON	_____.	_____.
0052	465.0120 Asphaltic Surface Driveways and Field Entrances	30.000 TON	_____.	_____.
0054	520.8000 Concrete Collars for Pipe	4.000 EACH	_____.	_____.
0056	601.0409 Concrete Curb & Gutter 30-Inch Type A	850.000 LF	_____.	_____.
0058	601.0411 Concrete Curb & Gutter 30-Inch Type D	200.000 LF	_____.	_____.
0060	601.0452 Concrete Curb & Gutter Integral 30-Inch Type D	1,400.000 LF	_____.	_____.
0062	602.0405 Concrete Sidewalk 4-Inch	10,000.000 SF	_____.	_____.



Proposal Schedule of Items

Page 3 of 10

Proposal ID: 20180213002 Project(s): 3803-00-65, 3803-00-66

Federal ID(s): WISC 2018081, N/A

SECTION: 0001

Contract Item

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	602.0505 Curb Ramp Detectable Warning Field Yellow	104.000 SF	_____.	_____.
0066	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	129.000 LF	_____.	_____.
0068	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	73.000 LF	_____.	_____.
0070	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	35.000 LF	_____.	_____.
0072	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	385.000 LF	_____.	_____.
0074	608.2324 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 24x38-Inch	794.000 LF	_____.	_____.
0076	611.0535 Manhole Covers Type J-Special	9.000 EACH	_____.	_____.
0078	611.0624 Inlet Covers Type H	8.000 EACH	_____.	_____.
0080	611.0639 Inlet Covers Type H-S	4.000 EACH	_____.	_____.
0082	611.0645 Inlet Covers Type MS-A	1.000 EACH	_____.	_____.
0084	611.1004 Catch Basins 4-FT Diameter	3.000 EACH	_____.	_____.
0086	611.1005 Catch Basins 5-FT Diameter	2.000 EACH	_____.	_____.
0088	611.2004 Manholes 4-FT Diameter	2.000 EACH	_____.	_____.
0090	611.2005 Manholes 5-FT Diameter	5.000 EACH	_____.	_____.
0092	611.2006 Manholes 6-FT Diameter	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 4 of 10

Proposal ID: 20180213002 Project(s): 3803-00-65, 3803-00-66

Federal ID(s): WISC 2018081, N/A

SECTION: 0001

Contract Item

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	611.3230 Inlets 2x3-FT	7.000 EACH	_____.	_____.
0096	611.3901 Inlets Median 1 Grate	1.000 EACH	_____.	_____.
0098	618.0100 Maintenance And Repair of Haul Roads (project) 01. 3803-00-65	1.000 EACH	_____.	_____.
0100	619.1000 Mobilization	1.000 EACH	_____.	_____.
0102	624.0100 Water	55.000 MGAL	_____.	_____.
0104	625.0100 Topsoil	1,400.000 SY	_____.	_____.
0106	628.1905 Mobilizations Erosion Control	10.000 EACH	_____.	_____.
0108	628.1910 Mobilizations Emergency Erosion Control	5.000 EACH	_____.	_____.
0110	628.7010 Inlet Protection Type B	1.000 EACH	_____.	_____.
0112	628.7015 Inlet Protection Type C	25.000 EACH	_____.	_____.
0114	628.7020 Inlet Protection Type D	7.000 EACH	_____.	_____.
0116	631.0300 Sod Water	8.400 MGAL	_____.	_____.
0118	631.1000 Sod Lawn	1,400.000 SY	_____.	_____.
0120	637.2210 Signs Type II Reflective H	73.240 SF	_____.	_____.
0122	637.2230 Signs Type II Reflective F	37.790 SF	_____.	_____.
0124	638.2602 Removing Signs Type II	28.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 5 of 10

Proposal ID: 20180213002 Project(s): 3803-00-65, 3803-00-66

Federal ID(s): WISC 2018081, N/A

SECTION: 0001

Contract Item

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0126	638.3000 Removing Small Sign Supports	21.000 EACH	_____.	_____.
0128	642.5001 Field Office Type B	1.000 EACH	_____.	_____.
0130	643.0300 Traffic Control Drums	3,500.000 DAY	_____.	_____.
0132	643.0410 Traffic Control Barricades Type II	2,000.000 DAY	_____.	_____.
0134	643.0420 Traffic Control Barricades Type III	5,500.000 DAY	_____.	_____.
0136	643.0800 Traffic Control Arrow Boards	150.000 DAY	_____.	_____.
0138	643.0900 Traffic Control Signs	11,500.000 DAY	_____.	_____.
0140	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0142	644.1420.S Temporary Pedestrian Surface Plywood	500.000 SF	_____.	_____.
0144	644.1601.S Temporary Curb Ramp	15.000 EACH	_____.	_____.
0146	644.1616.S Temporary Pedestrian Safety Fence	250.000 LF	_____.	_____.
0148	646.1020 Marking Line Epoxy 4-Inch	4,058.000 LF	_____.	_____.
0150	646.3020 Marking Line Epoxy 8-Inch	110.000 LF	_____.	_____.
0152	646.5020 Marking Arrow Epoxy	14.000 EACH	_____.	_____.
0154	646.5120 Marking Word Epoxy	6.000 EACH	_____.	_____.
0156	646.5220 Marking Symbol Epoxy	6.000 EACH	_____.	_____.
0158	646.6120 Marking Stop Line Epoxy 18-Inch	79.000 LF	_____.	_____.



Proposal Schedule of Items

Page 6 of 10

Proposal ID: 20180213002 Project(s): 3803-00-65, 3803-00-66

Federal ID(s): WISC 2018081, N/A

SECTION: 0001

Contract Item

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0160	646.7120 Marking Diagonal Epoxy 12-Inch	141.000 LF	_____.	_____.
0162	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	431.000 LF	_____.	_____.
0164	650.4000 Construction Staking Storm Sewer	22.000 EACH	_____.	_____.
0166	650.4500 Construction Staking Subgrade	1,077.000 LF	_____.	_____.
0168	650.7000 Construction Staking Concrete Pavement	1,077.000 LF	_____.	_____.
0170	650.9910 Construction Staking Supplemental Control (project) 01. 3083-00-65	LS	LUMP SUM	_____.
0172	650.9920 Construction Staking Slope Stakes	1,077.000 LF	_____.	_____.
0174	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	2,334.000 LF	_____.	_____.
0176	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	120.000 LF	_____.	_____.
0178	652.0800 Conduit Loop Detector	432.000 LF	_____.	_____.
0180	653.0140 Pull Boxes Steel 24x42-Inch	2.000 EACH	_____.	_____.
0182	654.0101 Concrete Bases Type 1	2.000 EACH	_____.	_____.
0184	655.0230 Cable Traffic Signal 5-14 AWG	50.000 LF	_____.	_____.
0186	655.0280 Cable Traffic Signal 19-14 AWG	409.000 LF	_____.	_____.
0188	655.0610 Electrical Wire Lighting 12 AWG	4,732.000 LF	_____.	_____.



Proposal Schedule of Items

Page 7 of 10

Proposal ID: 20180213002 Project(s): 3803-00-65, 3803-00-66

Federal ID(s): WISC 2018081, N/A

SECTION: 0001

Contract Item

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0190	655.0620 Electrical Wire Lighting 8 AWG	7,834.000 LF	_____.	_____.
0192	655.0700 Loop Detector Lead In Cable	828.000 LF	_____.	_____.
0194	655.0800 Loop Detector Wire	1,864.000 LF	_____.	_____.
0196	690.0150 Sawing Asphalt	600.000 LF	_____.	_____.
0198	690.0250 Sawing Concrete	400.000 LF	_____.	_____.
0200	715.0415 Incentive Strength Concrete Pavement	1,470.000 DOL	1.00000	1,470.00
0202	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	475.000 HRS	5.00000	2,375.00
0204	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	300.000 HRS	5.00000	1,500.00
0206	SPV.0035 Special 01. Salvaging and Reinstalling Existing Subsurface Black Gravel Soil Layer	1,200.000 CY	_____.	_____.
0208	SPV.0060 Special 01. Connection to Existing Electrical Circuit	2.000 EACH	_____.	_____.
0210	SPV.0060 Special 02. Concrete Base Type 5 Modified Special	19.000 EACH	_____.	_____.
0212	SPV.0060 Special 03. Lighting Assembly Roadway Decorative 126W-LED Special	19.000 EACH	_____.	_____.
0214	SPV.0060 Special 04. Removing Base, Pole & Luminaire	8.000 EACH	_____.	_____.
0216	SPV.0060 Special 05. Install City Furnished Street Signs	15.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 8 of 10

Proposal ID: 20180213002 Project(s): 3803-00-65, 3803-00-66

Federal ID(s): WISC 2018081, N/A

SECTION: 0001

Contract Item

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0218	SPV.0060 Special 06. Storm Sewer Tap	1.000 EACH	_____.	_____.
0220	SPV.0060 Special 07. Sanitary Manhole	3.000 EACH	_____.	_____.
0222	SPV.0060 Special 08. Sanitary Manhole Cover Type J	3.000 EACH	_____.	_____.
0224	SPV.0060 Special 09. Sanitary Wye 8-Inch Main	36.000 EACH	_____.	_____.
0226	SPV.0060 Special 10. Corporation, Curb Stop & Box (Set)	13.000 EACH	_____.	_____.
0228	SPV.0060 Special 11. Water Valve & Box 6-Inch	6.000 EACH	_____.	_____.
0230	SPV.0060 Special 12. Water Valve & Box 10-Inch	6.000 EACH	_____.	_____.
0232	SPV.0060 Special 13. Fire Hydrant	2.000 EACH	_____.	_____.
0234	SPV.0060 Special 14. Tees 10"X6"X10"	2.000 EACH	_____.	_____.
0236	SPV.0060 Special 15. Crosses 10"X6"	2.000 EACH	_____.	_____.
0238	SPV.0060 Special 16. Bend 45-Degree 4-Inch	2.000 EACH	_____.	_____.
0240	SPV.0060 Special 17. Bend 11.25-Degree 6-Inch	4.000 EACH	_____.	_____.
0242	SPV.0060 Special 18. Bend 45-Degree 6-Inch	4.000 EACH	_____.	_____.
0244	SPV.0060 Special 19. Bend 45-Degree 10-Inch	4.000 EACH	_____.	_____.
0246	SPV.0060 Special 20. Reducer 6"X4"	1.000 EACH	_____.	_____.
0248	SPV.0060 Special 21. Utility Line Opening	10.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 9 of 10

Proposal ID: 20180213002 Project(s): 3803-00-65, 3803-00-66

Federal ID(s): WISC 2018081, N/A

SECTION: 0001

Contract Item

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0250	SPV.0060 Special 22. U-Channel Sign Post 12 FT	13.000 EACH	_____.	_____.
0252	SPV.0060 Special 23. U-Channel Sign Post 13 FT	4.000 EACH	_____.	_____.
0254	SPV.0060 Special 24. U-Channel Sign Post 14 FT	11.000 EACH	_____.	_____.
0256	SPV.0060 Special 25. Connect Private Storm Sewer Pipe	6.000 EACH	_____.	_____.
0258	SPV.0060 Special 26. Fluorocarbon Gaskets	10.000 EACH	_____.	_____.
0260	SPV.0060 Special 27. Repair Existing Loop Detector	2.000 EACH	_____.	_____.
0262	SPV.0090 Special 01. Sanitary Lateral 4-Inch or 6-Inch	1,250.000 LF	_____.	_____.
0264	SPV.0090 Special 02. Water Service 1-Inch to 2-Inch	400.000 LF	_____.	_____.
0266	SPV.0090 Special 03. Sanitary Sewer Pipe 8-Inch	1,250.000 LF	_____.	_____.
0268	SPV.0090 Special 04. PVC Water Main 4-Inch	10.000 LF	_____.	_____.
0270	SPV.0090 Special 05. PVC Water Main 6-Inch	250.000 LF	_____.	_____.
0272	SPV.0090 Special 06. PVC Water Main 10-Inch	1,040.000 LF	_____.	_____.
0274	SPV.0090 Special 07. Ductile Iron Water Main 10-Inch	110.000 LF	_____.	_____.
0276	SPV.0090 Special 08. PVC Storm Sewer Pipe 6-Inch	35.000 LF	_____.	_____.
0278	SPV.0090 Special 09. PVC Storm Sewer Pipe 8-Inch	30.000 LF	_____.	_____.



Proposal Schedule of Items

Page 10 of 10

Proposal ID: 20180213002 Project(s): 3803-00-65, 3803-00-66

Federal ID(s): WISC 2018081, N/A

SECTION: 0001

Contract Item

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0280	SPV.0090 Special 10. PVC Storm Sewer Pipe 10-Inch	50.000 LF	_____.	_____.
0282	SPV.0090 Special 11. PVC Storm Sewer Pipe 12-Inch	25.000 LF	_____.	_____.
0284	SPV.0105 Special 01. Removing Lighting Conduit & Wire	LS	LUMP SUM	_____.
0286	SPV.0105 Special 02. Remove Existing Sanitary Structure	LS	LUMP SUM	_____.
0288	SPV.0105 Special 03. Remove Existing Water Structure	LS	LUMP SUM	_____.
0290	SPV.0105 Special 04. Rectangular Rapid Flashing Beacon (RRFB) w/ih Pedestrian Activation	LS	LUMP SUM	_____.
0292	SPV.0105 Special 05. Repair Traffic Signal Conduit & Wiring	LS	LUMP SUM	_____.
0294	SPV.0195 Special 01. Excavation, Hauling, Dewatering and Disposal of Contaminated Soil	450.000 TON	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE