HIGHWAY WORK PROPOSAL

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

Proposal Number: 014

COUNTY	STATE PROJECT	FEDERAL	PROJECT DESCRIPTION	HIGHWAY
Racine	2350-09-71	WISC 2019007	Racine To Milwaukee Road; Five Mile Road To Sth 31	STH 032

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

Proposal Guaranty Required: $100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: December 11, 2018 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code SAMPLE NOT FOR BIDDING PURPOSES
Contract Completion Time 115 Working Days	
Assigned Disadvantaged Business Enterprise Goal 15%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

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

Notary Seal

For Department Use Only

Type of Work:
Excavation, Base, HMA Pavement, Storm Sewer, Curb and Gutter, Sidewalk, Signs, Beam Guard, Pavement Marking, Street Lighting, Traffic Signals, Water and Sanitary Sewer, Two Box Culverts Construction

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:
https://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 PM local time on the Thursday before the letting. Check the department's web site after 5:00 PM 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 PM 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:
https://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, 4th floor, 4822 Madison Yards Way, Madison, WI, during regular business hours.

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

B Submitting Electronic Bids

B.1 On the Internet

(1) Do the following before submitting the bid:

1. Have a properly executed annual bid bond on file with the department.

2. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.

(2) In lieu of preparing, delivering, and submitting the proposal as specified in 102.6 and 102.9 of the standard specifications, submit the proposal on the internet as follows:

1. Download the latest schedule of items reflecting all addenda from the Bid Express™ web site.
2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
4. Submit the bid before the hour and date the Notice to Contractors designates.
5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.

(3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

(3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.

(4) The bidder-submitted printout of the Expedite™ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.

(5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:

1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
2. The check code printed on the printout of the Expedite™ 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

Wisconsin Department of Transportation

DT1303 1/2006

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)

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

(Signature of Attorney-in-Fact)

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

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

Wisconsin Department of Transportation

DT1305 8/2003

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.

Name of Subcontractor	Class of Work	Estimated Value

DECEMBER 2000

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.

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

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

4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

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

7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR-1273 - "Required Contract Provisions Federal Aid Construction Contracts," without

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

8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).

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

10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

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

(1) The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:

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

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offense enumerated in paragraph (1)(b) of this certification; and

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

(2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Special Provisions

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 2350-09-71, Racine to Milwaukee Road, 5 Mile Road to STH 31, STH 32, Racine 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, 2019 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 (20180628)

2. Scope of Work.

The work under this contract shall consist of clearing, grubbing, common excavation, milling, base aggregate dense, HMA pavement, permanent signing, pavement marking, signals, and box culverts and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

Begin work within ten calendar days after the engineer issues a written notice to do so.

Provide the time frame for construction of the project within the 2019 construction season to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the beginning of the approved time frame.

To revise the time frame, submit a written request to the engineer at least two weeks before the beginning of the intended time frame. 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.

Fish Spawning

There shall be no instream disturbance of the Unnamed Streams as a result of construction activity under or for this contract, from February 28 to June 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of fish.

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

Northern Long-eared Bat (*Myotis septentrionalis*)

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

According to the final 4(d) rule issued for the NLEB, the department has determined that the proposed activity may affect, but will not result in prohibited take of the NLEB. The activity involves tree removal, but will not occur within 0.25 miles of 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.

Non-local traffic on STH 32 and STH 31 will be detoured with two detour routes and local access will be maintained by the contractor.

The first stage will close STH 31 from STH 32 to south of Kingdom Court (construction limits) and detour traffic onto 4 Mile Road and STH 32.

The second stage of construction will close STH 32 from STH 31 to just south of 5 Mile Road and detour non-local traffic onto 4 Mile Road and the newly reconstructed STH 31.

During each of the two stages of construction, major intersection work along 6 Mile Road will be conducted. Therefore, 6 Mile Road through movements eastbound and westbound will be closed during both stages 1 and 2 of construction with no posted detour route.

Stage 2 will allow the intersection of 6 Mile Road and STH 31 to be open for the west leg and Stage 1 will allow the intersection of 6 Mile Road and STH 32 to be open for the east leg. Movements in between STH 32 and STH 31 along 6 Mile Road will be closed for the duration of construction.

The contractor will be responsible for posting and maintaining the detour signing.

Resurfacing of STH 32, north of STH 31 can be done during Stage 1 or 2 under traffic with flagging operations.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date.

stp-108-057 (20161130)

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 32, 6 Mile Road, or STH 31 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 24, 2019 to 6:00 AM Tuesday, May 28, 2019 for Memorial Day;
- From noon Wednesday, July 3, 2019 to 6:00 AM Friday, July 5, 2019 for Independence Day;
- From noon Friday, August 30, 2019 to 6:00 AM Tuesday, September 3, 2019 for Labor Day.

stp-107-005 (20050502)

6. Utilities.

This contract comes under the provision of Administrative Rule Trans 220.

stp-107-065 (20080501)

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

AT&T Wisconsin

Existing aerial AT&T facilities run on the east side of State Highway 32 between Station 108+21.79 and Station 205+56. AT&T aerial facilities also run on the north side of 6 Mile Road between Stations 304+65.02 and Station 315+00. AT&T aerial facilities run on the south side of 6 Mile Road between Stations 317+00 and 325+75.48. AT&T aerial facilities run on WE Energies poles throughout the project area. Aerial AT&T facilities will be moved when these poles are moved, and this will need to be coordinated with WE Energies.

AT&T facilities run underground on the west side of State Highway 32 between Stations 108+21.79 and Station 205+56.

The AT&T manhole at approximately 108+75, 48' LT will need to be removed, as this manhole is currently located in the bottom of the proposed ditch. This manhole will have its roof removed and bottom broken and will be filled with gravel. The manhole at approximately Station 108+75, 38' LT will require a frame and cover adjustment to adjust to the finished grade.

A proposed AT&T manhole will be installed at approximately Station 123+50. The existing manhole will be removed and replaced with the proposed manhole, which will include a new lid location in order to accommodate the proposed ditch.

At Station 158+50, AT&T Manhole 4A65 is located in the proposed ditch. The frame and cover of this manhole will need to be adjusted in place in accordance with the proposed grading.

At the northwest corner of State Highway 32 and 6 Mile Road, the back of curb is moving approximately ten (10) feet back towards the right-of-way. This crossbox in the northwest corner of the intersection will need to be relocated behind the proposed back of curb, behind the proposed sidewalk. In order to accommodate the existing AT&T facilities, directional bores will need to tie into existing facilities. From the proposed crossbox location, a directional bore will head west down 6 Mile Road and tie into the first pole. From the proposed crossbox location, AT&T proposed facilities will be directionally bored east below STH 32. A second directional bore will then head south, below 6 Mile Road, to tie into the pedestal, which will be at a new location.

At the southeast corner of STH 32 and 6 Mile Road, an existing AT&T pedestal is in conflict with the proposed roadway pavement. This pedestal will be moved back towards the right-of-way, behind the proposed curb line. The directional bores from the crossbox across the intersection will tie into this pedestal.

From the proposed pedestal location in the southeast corner of 6 Mile Road and STH 32, a proposed directional bore of approximately 300 feet will head east down 6 Mile Road. A directional bore will then occur below 6 Mile Road, heading north to tie into existing AT&T facilities. A directional bore will also head south from the proposed pedestal location to tie into the proposed WE Energies pole location at Station 168+40.

AT&T will be removing several poles along 6 Mile Road throughout the project site. These poles are at Stations 309+66, 311+08, 312+88. AT&T poles will be installed along 6 Mile Road at Stations 307+17, 310+69, 312+64.

AT&T Manhole 4A12 (Station 108+75) requires a frame and cover adjustment to tie into the proposed grading. This will need to occur when the proposed grading is completed along STH 32.

AT&T Manhole 4A65 (Station 158+50) requires a frame and cover adjustment to match the proposed grading. This work will need to be completed when the proposed grading is completed along the west side of STH 32.

At Station 171+75, the existing AT&T manhole will require a frame and cover adjustment in order to match the proposed pavement elevation. This work will need to be completed when the proposed pavement milling is completed.

The anticipated start date for relocations is spring 2018. The estimated construction time required is 150 working days.

Caledonia Utility District

Their work includes: sanitary sewer main trenchless rehabilitation from Station 106+83 to Station 188+86, Station 399+14 to Station 417+84, Station 310+86 to Station 311+86, and Station 318+06 to Station 327+67; sanitary sewer relay Station 110+88, 38' right to 110+82, 69' left; multiple sanitary sewer relays between Station 131+30 to 132+35, due to box culvert replacement; sanitary sewer relay Station 404+68, 38' right to 404+68, 58' left; sanitary sewer relay Station 414+33, 22' right to 415+33, 22' right; sanitary sewer relay Station 323+68, 15' right to 324+48, 15' right; insulation of water main in several areas where proposed grading reduces the depth of cover; water main relay/installation from Station 170+11, 8' right to 181+77, 8' right, and Station 316+09, 112' right to 324+39, 25' right.

Final manhole adjustments in roadway will be made by roadway contractor during roadway project. Sanitary manhole covers that lie in curb lines will need to have their cones and covers rotated out of curb head by the roadway contractor during the roadway project.

The anticipated start date for relocations is March 2018. The estimated construction time required is 100 working days.

Charter Communications

Charter has underground facilities within the project limits. Two new crossings will be added on 6 Mile Road, west of and east of Dale Drive.

Relocation and adjustment of Charter's aerial facilities and risers will be constructed per We Energies work.

The anticipated start date is Summer 2018. The estimated construction time required is 60 working days after all permits have been approved. The anticipated completion date of relocation work is November 2018.

We Energies – Electric

Relocations and adjustments of We Energies facilities will be constructed as follows. Highway stationing has been used where possible to locate new facilities.

Station No.	Work Proposed
Station 42+11.1 26.6R	Install new light pole 1' extra deep for grade cut
Station 42+28.0 24.3R	Remove light pole in proposed curb
Station 52+66.7 25.1R	Install new light pole
Station 52+84.0 24.9R	Remove light pole
Station 63+34.0 23.4R	Install new anchor
Station 63+37.9 52.7R	Pit to splice out service cable
Station 63+43.7 24.9R	Install new light pole
	Install new cable Station 63+43.7 24.9R to Station 63+37.9 52.7R

Station 63+66.1 19.6R	Remove light pole in clear zone
	Discontinue cable Station 63+66.1 19.6R to Station 63+37.9 52.7R
Station 110+09.8 51.5L	Install new light pole
Station 110+13.4 40.0L	Remove light pole in clear zone
	Discontinue cable
Station 111+71.1 45.5R	Install new light pole
Station 111+76.5 42.8R	Remove light pole in clear zone
Station 114+82.9 39.5R	Install new light pole
Station 114+90.6 34.8R	Remove light pole in clear zone
Station 117+63.8 39.7R	Remove light pole due to age
Station 117+65.8 39.4R	Install new light pole
Station 119+15.3 41.4L	Remove anchor
Station 119+16.0 35.4L	ATT to remove pole in clear zone
Station 119+17.6 43.1R	Remove anchor
Station 119+19.6 43.1R	Install new anchor
Station 119+19.9 32.0R	Install new pole
Station 119+19.9 39.0L	Install new pole
Station 119+19.9 47.0L	Install new anchor
Station 119+21.8 30.3R	Remove pole in clear zone
Station 120+09.8 31.0R	Install new pole
Station 120+13.7 26.9R	Remove pole in clear zone
Station 121+26.5 30.9R	Install new pole
Station 121+28.3 26.6R	Remove pole in clear zone
Station 122+14.0 26.1R	Remove pole in clear zone
Station 122+14.4 41.0R	Install new anchor
Station 122+14.6 34.0R	Remove anchor
Station 122+16.9 31.0R	Install new pole

Station 122+33.4 34.0L	Install new pole
Station 122+33.9 25.3L	Remove pole in clear zone
Station 122+35.7 90.1L	Remove anchor
Station 122+39.6 72.2L	Install new anchor
Station 122+48.1 24.1L	Remove anchor
Station 123+39.7 31.0R	Install new pole
Station 123+39.7 26.8R	Remove pole in clear zone
Station 124+37.3 31.0R	Install new pole
Station 124+37.3 27.2R	Remove pole in clear zone
Station 125+37.9 44.8R	Install new anchor
Station 125+41.4 41.5R	Remove anchor
Station 125+43.8 31.0R	Install new pole
Station 125+46.6 27.5R	Remove pole in clear zone
Station 125+48.3 32.6L	Remove anchor
Station 125+51.7 49.4L	Install new pole
Station 125+56.2 31.0L	Remove pole due to age
Station 125+70.2 30.0L	Install new pole
Station 126+54.1 31.0R	Install new pole
Station 126+55.1 27.1R	Remove pole in clear zone
Station 128+07.9 28.1R	Remove pole in clear zone
Station 128+10.8 30.5R	Install new pole
Station 130+95.5 41.8R	Install new anchor
Station 131+89.2 43.4R	Remove anchor
Station 131+89.4 34.4R	Remove pole in conflict with wing wall
Station 132+06.5 27.9R	Install new pole
Station 133+25.9 28.2R	Install new pole to correct alignment
Station 133+29.0 30.3R	Remove pole to correct alignment

Station 140+57.3 36.0R	Install new anchor
Station 140+60.6 31.0R	Install new pole
Station 140+62.3 28.3R	ATT to remove pole in clear zone
Station 142+08.1 31.0R	Install new pole
Station 142+08.1 28.7R	Remove pole in clear zone
Station 157+10.1 32.4R	Install new pole to correct alignment
Station 157+17.0 35.2R	Remove pole
Station 158+70.4 27.7R	Remove pole in clear zone
Station 158+73.1 30.0R	Install new pole
Station 159+69.8 33.0R	Install new pole
Station 159+72.2 30.9R	Install new pole to correct alignment
Station 161+40.4 31.0R	Remove pole in clear zone
Station 161+48.3 37.3R	Install new pole
Station 161+48.3 32.0L	Install new pole
Station 161+48.3 43.9L	Install new anchor
Station 161+82.2 63.5R	Install new pole
Station 161+83.3 61.1R	Remove pole due to rot
Station 161+90.2 47.5R	Remove anchor
Station 161+90.3 45.0R	Install new anchor
Station 162+79.1 28.3R	Remove pole in clear zone
Station 163+06.8 49.4R	Install new anchor
Station 163+07.1 39.4R	Install new pole
Station 164+14.9 50.8R	Install new anchor
Station 164+17.1 40.9R	Install new pole
Station 164+23.8 28.5R	Remove pole in clear zone
Station 164+46.1 87.1L	Install new anchor
Station 165+27.0 41.1R	Install new pole

Station 165+32.6 28.3R	Remove pole in clear zone
Station 166+13.4 41.3L	Remove pole due to age
Station 166+17.4 41.3L	Install new pole
Station 166+21.8 41.3R	Install new pole
Station 166+22.1 29.6R	Remove pole in clear zone
Station 167+41.8 41.5R	Install new pole
Station 167+47.0 29.4R	Remove pole in clear zone
Station 168+40.3 41.7R	Install new pole
Station 168+40.3 30.2R	Remove pole in clear zone
Station 169+29.4 112.2R	Remove pole not need
Station 169+48.6 41.9R	Install new pole
Station 169+64.6 31.2R	Remove pole in clear zone
Station 169+67.2 36.2L	Remove pole not need
Station 169+67.2 50.9L	Remove anchor
Station 169+73.6 42.0R	Install new anchor
Station 170+03.0 42.0R	Install new pole
Station 173+81.5 60.0R	Pit to splice out service cable
Station 174+20.3 30.8R	Remove pole in clear zone
	Discontinue cable Station 174+20.3 30.8R to Station 173+81.5 60.0R
Station 174+29.8 44.1R	Install new anchor
Station 174+36.3 32.0L	Install new pole
Station 174+44.7 31.1R	Remove pole in clear zone
Station 174+44.8 44.0R	Install new pole
	Install new cable Station 174+44.8 44.0R to Station 173+81.5 60.0R
Station 175+84.9 43.0R	Install new pole
Station 175+87.5 31.8R	Remove pole in clear zone
Station 176+66.5 33.2L	Remove pole not needed

Station 177+45.9 42.7R	Install new pole
Station 177+48.2 42.7R	Remove anchor
Station 177+48.7 30.7R	Remove pole in clear zone
Station 178+85.7 36.5L	Install new pole
Station 178+93.9 60.0R	Install new pole
Station 178+95.3 31.8L	Remove pole in conflict with sidewalk
Station 179+01.1 25.4R	Remove pole in clear zone
Station 180+15.2 27.4R	Remove pole in clear zone
Station 180+21.6 59.6R	Install new anchor
Station 180+23.0 54.8R	Install new anchor
Station 180+27.4 40.4R	Install new pole
Station 180+35.0 41.8R	Remove anchor
Station 180+38.1 42.0R	Remove anchor
Station 181+89.6 39.1R	Install new pole
Station 181+89.6 29.1R	Remove pole in clear zone
Station 183+26.5 54.5L	Install new anchor
Station 183+27.0 42.5L	Install new pole
Station 183+30.6 35.1R	Install new pole
Station 183+32.6 33.0R	Remove pole in clear zone
Station 185+10.8 25.2L	Remove pole in clear zone
Station 185+11.0 31.3L	Install new pole
Station 185+11.1 36.4L	Install new anchor
Station 303+50.9 48.4L	Install new anchor
Station 305+51.9 53.6R	Install new anchor
Station 305+58.1 39.0R	Install new pole
Station 305+76.4 28.5R	Remove pole in proposed sidewalk
Station 306+67.2 27.4R	Remove pole in clear zone

Station 307+07.7 41.5R	Install new pole
Station 307+07.7 53.9L	Pit to splice out primary cable
Station 307+17.1 35.2L	Remove pole in clear zone
Station 307+21.4 41.4L	Remove anchor
	Install new cable Station 307+07.7 41.5R to Station 307+07.7 53.9L
	Discontinue cable Station 307+17.1 35.2L to Station 307+07.7 53.9L
Station 307+57.8 27.0R	Remove pole in clear zone
Station 307+66.5 42.4R	Install new pole
	Install new cable Station 307+66.5 42.4R to Station 307+69.7 48.4R
Station 307+69.7 48.4R	Pit to splice out primary cable
	Discontinue cable Station 308+32.2 26.5R to Station 307+69.7 48.4R
Station 308+32.2 26.5R	Remove pole in clear zone
Station 308+71.4 44.2R	Install new pole
Station 308+92.9 24.9R	Remove pole in clear zone
Station 308+92.9 30.1R	Remove pole in clear zone
Station 309+06.2 35.4L	Remove pole in proposed sidewalk
Station 309+06.5 186.1L	Remove anchor
Station 309+07.4 174.2L	Remove pole for realignment
Station 309+07.4 188.4L	Install new anchor
Station 309+08.0 173.5L	Install new pole
Station 309+16.5 45.3R	Install new anchor
Station 309+18.6 44.3L	Install new pole
Station 309+25.4 45.2R	Install new pole
Station 309+26.1 54.2R	Install new anchor
Station 310+08.3 28.7R	Remove pole in clear zone
Station 310+70.0 46.8L	Install new anchor
Station 310+75.4 54.5L	Remove anchor

Station 310+80.4 43.8R	Install new pole
Station 310+80.5 55.8R	Install new anchor
Station 310+85.8 49.3L	Install new pole
Station 311+00.1 52.3L	Remove pole in proposed sidewalk
Station 311+07.2 30.1R	Remove pole in pavement
Station 312+20.5 32.6R	Remove pole in pavement
Station 312+36.2 41.5R	Install new pole
Station 312+51.1 41.5R	Install new anchor
Station 313+42.3 41.5R	Install new pole
Station 313+42.3 29.8R	Remove pole in pavement
Station 314+37.0 41.5R	Install new pole
Station 314+38.7 30.8R	Remove pole in pavement
Station 314+41.5 48.1L	Install new anchor
Station 314+47.7 32.9L	ATT to remove pole
Station 314+48.8 44.8L	Remove anchor
Station 314+49.8 42.5L	Install new pole
Station 315+45.9 30.9L	ATT to remove pole
Station 315+47.1 42.7L	Traffic control cabinet service
Station 315+62.4 31.7R	Remove pole in pavement
Station 315+73.0 37.8R	Install new pole
	Discontinue cable Station 315+47.1 42.7L to Station 315+45.9 30.9L
	Install new cable Station 314+49.8 42.5L to Station 315+47.1 42.7L
Station 316+21.9 41.7L	Remove anchor
Station 316+28.6 28.0L	Remove pole in pavement
Station 316+70.1 35.1R	Remove pole in pavement
Station 317+21.9 34.8R	Install new pole
Station 317+77.8 54.5L	Install new anchor

Station 317+83.1 63.0L	Install new pole
Station 318+21.1 34.1R	Remove pole to accommodate driveway
Station 318+40.6 34.7R	Remove anchor to accommodate driveway
Station 319+05.1 58.5L	Remove anchor
Station 319+14.7 128.0R	Install new pole
Station 319+18.4 46.7L	Remove anchor
Station 319+19.0 58.8L	Remove pole to place taller pole
Station 319+20.6 33.8R	Install new pole
Station 319+20.6 48.8R	Install new anchor
Station 319+20.8 61.1L	Install new pole
Station 411+32.7 29.3R	Remove pole in pavement
Station 411+58.3 31.5R	Install new pole
Station 413+46.5 31.4R	Install new pole
Station 413+46.5 28.9R	Remove pole in clear zone
Station 415+56.4 31.2R	Install new pole
Station 415+59.2 29.8R	Remove pole in clear zone
Station 416+99.2 42.1L	Remove anchor
Station 417+05.8 36.7L	ATT to remove pole
Station 417+11.8 44.5L	Install new pole
Station 417+53.9 31.0R	Install new pole
Station 417+86.3 55.0L	Install new pole
Station 417+87.2 63.9L	Install new anchor
Station 417+88.7 26.9R	Remove pole in pavement
Station 417+88.9 50.6L	Remove pole in clear zone

Any facilities not explicitly identified as being relocated have been deemed to be not in conflict and will remain in place as is. It is expected that contractors will work safely around any facilities left within the work zone.

The anticipated start date for relocations is February 19, 2018. The estimated construction time required is 55 working days.

We Energies – Gas

Relocations and adjustments of We Energies facilities will be constructed per the work requests listed below. Highway stationing has been used where possible to locate new facilities.

We Energies will be installing a 16", 300 psi steel main from Station 402+15 to 411+36, 35' Right. Main will offset west at Station 411+36 and be installed 14' Right to Station 417+25. The 16" main will be directionally bored across STH 32 at a slight angle and paralleling their existing 16" main, crossing at Station 179+85. We Energies will be tying into their existing main in their existing gas easement at Station 180+85, 65' Right. The existing 16" main will be discontinued in place from Station 402+15 to Station 418+00.

We Energies will be installing a 2" PE main from Station 407+00 to 410+00, 51' Right.

We Energies will be installing a 6" PE main 35' Right from Station 304+30 to 304+90. Six-inch PE main will cross 6 Mile Road at Station 304+90 and be installed approximately 42' Left to Station 310+68, where they will tie into their existing PE main. There will be a 6" PE main crossing 6 Mile Road at Station 309+50. This crossing ties into their regulation facilities on the south side of 6 Mile Road.

We Energies will be installing a 4" PE main on STH 32 from Station 159+50 to Station 170+00, 40' Right. At Station 170+00 main will elbow out to 50' Right crossing 6-mile Road at a slight angle and approximately Station 316+60. Four-inch PE main will continue north up STH 32, 50' Right until they tie into their existing main at Station 174+80, 30' Right.

We Energies will be installing a 4" PE main on 6-mile Road east of STH 32 from Station 316+60 to Station 324+50. Proposed main will parallel 3' south of the north right-of-way, which is 52' to 32' Left.

Existing main to be discontinued in place at the following locations.

4" steel main from approximately Stations 130+75 to 132+25, 26' Right

4" steel main from approximately Stations 37+70 to 139+35, 16' Right

4" steel main from approximately Stations 159+50 to 174+60, 27' to 29' Right

4" steel main from Stations 316+50 to 319+50, 33' Left

4" PE main from Stations 319+50 to 324+50, 30' to 33' Left

6" steel main from Stations 304+50 to 310+60, 22' to 24' Right

4" PE main crossing 6 Mile Road at approximately Station 310+50

2" PE main wrapping around the southwest vision corner and crossing STH 31 at approximately Station 410+00

2" PE main heading south on the west side of Dale Drive from 30' to 50'

Any facilities not explicitly identified as being relocated have been deemed to be not in conflict and will remain in place as is. It is expected that contractors will work safely around any facilities left within the work zone.

We Energies plans to relocate its facilities prior to the start of road construction, dependent on the conditions specified in this work plan.

However, We Energies will need to coordinate work with the contractor for the southern box culvert construction near Matthew drive. We Energies intention is to stop off the 4" steel gas main on both sides of the culvert near Matthew Drive and discontinue the main in place. After the box culvert is installed, We Energies will be reinstalling a new 4" main in the area between the top of the box culvert and top of subgrade. It is required that the contractor give We Energies 14 days' notice and 3-day reminder notice to notify We Energies that the site is ready. It is anticipated that this work will take 2 days.

The anticipated start date for relocations is March 2018. The estimated construction time required is 70 working days.

Windstream Enterprise (formerly PAETEC Business Services)

Windstream will splice new 120ct fiber at the existing Windstream handhole (Station 418+88, 55' Left). Bore new duct and fiber at a 2' offset from existing west right-of-way of STH 31 and heading north along STH 32 to Station 185+50, 30' Left and set new handhole. Expose 50' of existing direct buried fiber, cut and relocated fiber to new handhole for tie-in splice. The existing direct buried fiber between 418+88, 55' Left and 185+50, 30' Left will be discontinued in place. New fiber will be placed in 1.25" HDPE.

The anticipated start date for relocations is April 15, 2018. The estimated construction time required is 30 working days.

Windstream facilities shown on the plans along the west side of STH 31 are shown incorrectly. The correct location is closer to the west right-of-way and west of the water main. No conflicts are anticipated with the actual location of the fiber, other than as stated above.

WisDOT Signals

The existing traffic signal equipment at STH 32 and CTH G (6 Mile Road) will be removed and replaced with new equipment during project construction. A new traffic signal will be installed at STH 31 and STH 32 during project construction.

The traffic signal work at STH 32 and CTH G and STH 31 and STH 32 will be completed as part of this roadway project by the roadway contractor. Provide five (5) working days' notice to the Region Electrical Field Unit at (414) 266-1170. The traffic signals have been designed as to not conflict with other utilities.

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

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

stp-105-001 (20140630)

8. Referenced Construction Specifications.

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

Conform to the referenced construction specifications for the following:

Water main items

Sanitary sewer items

stp-105-002 (20130615)

9. Information to Bidders, WPDES General Construction Storm Water Discharge Permit.

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Mark Wilfert at (262) 548-5936. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

10. Erosion Control.

The contractor shall prepare and submit an erosion control implementation plan (ECIP) for the project including borrow sites, material disposal sites, dust control, and dewatering according to Chapter TRANS 401 requirements. The erosion control implementation plan shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan shall identify how the contractor intends to implement the project's erosion control plan.

Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide 1 copy of the ECIP to WisDOT and 1 copy of the ECIP to the WDNR Liaison (insert DNR liaison contact information here). Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department.

Re-topsoil of graded areas, as designated by the engineer, immediately after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 calendar days after placement of topsoil. If graded areas are left exposed for more than 14 calendar days, seed those areas with temporary seed and mulch.

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

When performing sawcutting operations, concrete slurry shall be squeegeed off to the shoulder gravel and not allowed into ditches or wetlands.

Stockpile excess material or spoils on upland areas away from wetlands, floodplains and waterways. Stockpiled soil shall be protected against erosion. If stockpiled material is left for more than14 calendar days, seed the stockpile with temporary seed and mulch.

Do not pump water from the construction site to a storm water conveyance without the water first passing through a sediment trap or filter bag.

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Mark Wilfert at (262) 548-5936.

stp-107-054 (20080901)

12. Environmental Protection, Aquatic Exotic Species Control.

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

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

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels prior to being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Use the following inspection and

removal procedures (guidelines from the Wisconsin Department of Natural Resources http://dnr.wi.gov/topic/fishing/documents/vhs/disinfection_protocols.pdf for disinfection:

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

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.

stp-107-055 (20130615)

13. Construction Over or Adjacent to Navigable Waters.

Add the following to standard spec 107.19:

The Unnamed Streams (Stations 131+67 and 138+57) are classified as a state navigable waterway.

stp-107-060 (20171130)

14. Erosion Control Structures.

Within seven calendar days after the commencement of work on the bridge superstructure, place all permanent erosion control devices, including riprap, erosion mat, ditch checks, seed, fertilizer, mulch, soil stabilizer, or any other item required by the contract or deemed necessary by the engineer. These devices shall be in place in the area under the bridge and on both sides of the roadway, from the waterway to a point 100-feet behind the backwall of the abutment. Within said limits, place these devices to a height equivalent to the calculated water elevation resulting from a storm that occurs on the average of once every two years (Q2) as shown on the plan, or as directed by the engineer. Prior to initial construction operations, place turbidity barriers, silt screens, and other temporary erosion control measures as shown on the plans, and remove them after the permanent erosion control devices are in place unless directed otherwise by the engineer.

In the event that construction activity does not disturb the existing ground below the Q2 elevation, the above timing requirements for permanent erosion control shall be waived.

stp-107-070 (20030820)

15. Coordination with Businesses and Residents.

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

stp-108-060 (20141107)

16. General Requirements for Electrical Work.

Replace standard spec 651.3.3 (3) with the following:

(3) Request a signal inspection of the signal installation to the engineer after completing the Prerequisites for Underground Inspection checklist or Prerequisites for Above Ground Inspection checklist at least five working days prior to the time of the requested inspection. Notify the department's Electrical Field Unit at (414) 266-1170 to coordinate the inspection. The department's Region Electrical personnel will perform the inspection. In the event of deficiencies, request a re-inspection when the work is corrected. The engineer will not authorize continuation to aboveground work or turn-on until the contractor corrects all deficiencies.

17. Removing Traffic Signals (STH 32 & 6 Mile Road), Item 204.9105.S.07.

A Description

This special provision describes removing existing Traffic Signals at the STH 32 & 6 Mile Road as shown on the plans, according to the pertinent provisions of standard spec 204, and as hereinafter provided. Specific removal items are noted in the plans.

B (Vacant)

C Construction

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

Notify the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment.

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

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, emergency vehicle preemption heads (evp), mast arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole. Ensure that all access hand-hole doors and all associated hardware remain intact. Dispose of the underground signal cable, internal wires and street lighting cable off the state right-of-way. Deliver the remaining materials to the West Allis Electrical Service Facility at 935 South 60th Street, West Allis, Milwaukee County. Contact the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to delivery to make arrangements.

Department forces will remove the signal cabinet from the footing. The signal cabinet and associated signal cabinet equipment will be removed from the site by department forces and will remain the property of the department.

D Measurement

The department will measure Removing Traffic Signals as a single lump sum of work for each intersection, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.07	Removing Traffic Signals (STH 32 & 6 Mile Road)	LS

SER-204.5 (20170401)

18. Removing Loop Detector Wire and Lead-in Cable (STH 32 & 6 Mile Road), Item 204.9105.S.08.

A Description

This special provision describes removing loop detector wire and lead-in cable at the STH 32 & 6 Mile Road as shown on the plans, according to the pertinent provisions of standard spec 204, and as hereinafter provided.

B (Vacant)

C Construction

Notify the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to the removal of the loop detector wire and lead-in cable.

Remove and dispose of detector lead-in cable including loop wire for abandoned loops off the project site.

D Measurement

The department will measure Removing Loop Detector Wire and Lead-in Cable as a single lump sum unit for each intersection, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.08	Removing Loop Detector Wire and Lead-In Cable STH 32 & 6 Mile Road	LS

SER-204.7 (20170412)

19. Fly Ash for Subgrade Stabilization, Item 208.2110.S.

A Description

This special provision describes stabilizing the prepared subgrade by placing fly ash, mixing it with the subgrade, adjusting moisture content as necessary, compacting the mixture, and trimming, finishing, and curing the subgrade according to the plans, as directed by the engineer, and as hereinafter provided.

B Materials

B.1 Fly Ash

Use fly ash that complies with the requirements of bid item, Fly Ash for Subgrade Stabilization Furnished.

B.2 Water

Use water for mixing during the stabilization process that complies with the requirements of standard spec 501.3.5.

B.3 Equipment

Prior to beginning of stabilization operations, have on the project site the machinery, tools, and equipment necessary for proper execution of the work and ensure that the engineer has approved the use of this equipment. Use a machine to blend and mix the fly ash with the subgrade that is capable of reaching a depth of 12 inches in one pass and has a recycling or mixing drum equipped with a water spray bar. The spray bar in the mixing drum shall have adequate volume control to maintain the moisture content of the mixed material within the specified range. Use a vibratory padfoot roller to achieve compaction of the mixed material. Use rubber tired or smooth wheeled rollers only for final finishing of the stabilized section.

C Construction

C.1 General

Stabilize the subgrade to a depth of 12 inches below final grade unless otherwise shown on the plans or directed by the engineer. Perform the work in such a manner that produces a completed section of stabilized subgrade that contains a uniform mixture of fly ash and subgrade soil with no loose or segregated areas, has uniform density and moisture content, and is well bound for its full depth. Regulate the sequence of the work, apply fly ash at the required rate, uniformly mix the fly ash and subgrade to the required depth, obtain required moisture and density levels, maintain the work, and rework areas as necessary to meet all specified requirements.

Do not perform fly ash mixing operations when the ground temperature is below 35° F, the air temperature is below 50° F, or there is imminent danger of rain. Do not use fly ash, which has been previously exposed to moisture, in the work. Be responsible for the protection and quality of the fly ash stabilized subgrade under all weather conditions until the completion of the three-day curing period.

The engineer will establish sections to determine compliance with moisture and compaction requirements. For two-lane roadways and for each two-lane directional roadway of divided highways, sections will be approximately 500 linear feet in length. For other multi-lane roadways, sections will be of such length to encompass approximately 25,000 square feet of stabilized area. For each section, the engineer will establish maximum density, optimum moisture content, and allowable moisture range for the soil-fly ash mixture. The engineer may divide the section into subsections for testing purposes and will conduct at least one test for moisture content and density within each section or subsection. The test or tests conducted within each section or subsection will determine compliance for all material within the section or subsection.

C.2 Subgrade Preparation

Prior to placement of the fly ash, bring the subgrade to the lines and grades shown on the plans and to a condition that will allow uniform distribution of the fly ash.

C.3 Fly Ash Application

Spread the fly ash evenly on the prepared subgrade at the estimated rate of 135 lb/SY of required stabilized surface area. The engineer will determine the actual application rate. The limits of the stabilized subgrade shall extend to 1 foot beyond the curb line in urban sections and to 1 foot inside of the subgrade shoulder point in rural sections. Do not spread or place fly ash within 1 foot of the established lateral limits of stabilization. The engineer may adjust the length of the stabilized area shown in the plans to fit field conditions. Remove all fly ash placed or deposited outside of the stabilized area.

Use necessary methods, procedures, and equipment to minimize fly ash dust during placement and spreading. Do not place fly ash when the engineer determines wind conditions are such that blowing fly ash may become objectionable to adjacent property owners, violate air quality standards, or significantly reduce the amount of fly ash incorporated into the work. If dust resulting from application of fly ash becomes objectionable, the engineer may suspend such application until the contractor presents an acceptable plan to reduce and control dust production.

C.4 Mixing

Begin mixing operations no later than 60 minutes after the beginning of fly ash application unless otherwise approved by the engineer. Thoroughly mix the fly ash and the subgrade soil by the approved equipment until a homogenous, friable mixture of material free from lumps and clods is obtained. Correct non-uniform areas as directed by the engineer before completing the mixing.

C.5 Moisture Control

The allowable moisture range for the stabilized subgrade material shall be three percentage points below to two percentage points above the established optimum moisture. Produce a fly ash and soil mixture within the allowable moisture range, and make all necessary moisture adjustments prior to, or during, mixing.

If the engineer determines that the moisture content of the mixture is below the specified limit, add additional water by using the spray bar in the mixing unit and uniformly blend the water with the mixture. If the engineer determines that the moisture content exceeds the specified limit, add additional fly ash and mix it with the fly ash and soil mixture to lower the mixture's moisture content. Do not aerate the mixed material to lower the water content. Bring the mixed material to uniform moisture content before beginning compaction. The addition of water to increase moisture content, the addition of fly ash to lower the moisture content, and all necessary associated mixing shall be at contractor expense.

C.6 Compaction

Begin compaction immediately after mixing is completed and while the fly ash and soil mixture is determined to be within the specified moisture range. During compaction, sprinkle the subgrade surface with water as necessary to maintain moisture within the specified range. Compact the full depth of the stabilized layer to a minimum of 95 percent of the maximum dry density of the mixture as determined by AASHTO T-99, Method C or Method D and ensure that the stabilized layer remains firm and stable under construction equipment. The moisture content of the stabilized material shall be within the allowable moisture range established by the engineer. The engineer will test each section of subsection after compaction is completed. If the material fails to meet the moisture, density or stability requirements, the engineer may require the contractor to rework the section or subsection as necessary to meet those requirements. In addition, the engineer may suspend stabilization operations until the contractor presents an acceptable plan to obtain the necessary density and stability requirements.

To any section that the engineer orders to be reworked, add additional fly ash. The engineer will determine the amount of fly ash to be added. Reprocess all areas of stabilized subgrade that do not have the required stability, density, or finish before the base course is placed or before the work is accepted at contractor expense. Reprocessing shall include the addition of fly ash, mixing, compacting, and finishing as required in the initial stabilization. Complete compaction of each established section of the stabilized subgrade within two hours after incorporation of the fly ash. The engineer will reject any section or subsection that does not reach required density within the specified time; reprocess all rejected sections or subsections.

Complete compaction of each established section of the stabilized subgrade within two hours after incorporation of the fly ash. The engineer will reject and require reprocessing of any section or subsection that does not reach required density within the specified time. Reprocessing shall include the addition of fly ash, mixing, compacting, and finishing as required in the initial stabilization. The engineer will determine the amount of fly ash to be added for reprocessing. Complete all reprocessing operations at no expense to the department.

C.7 Finishing and Curing

After satisfactorily compacting the stabilized section, immediately bring the stabilized section to the final lines and grades shown on the plans. Finish the surface with compaction equipment capable of removing ruts and irregularities. Do not drive or place construction traffic on the stabilized section or place base aggregate dense on it during the first 24 hours after completing compaction. After the stabilized section has been finished as required, protect the surface against rapid drying for a period of not less than three days. During the first 24 hours, spray the section, or lightly sprinkle it with water, to maintain the section in a moist condition. After that time, continue curing the section by spraying or sprinkling it or by covering it with base aggregated dense and maintaining the aggregate in a moist condition. During the three-day cure

time, do not apply excessive water that may damage the stability of the subgrade. The engineer may order reprocessing of any area that does not maintain stability or finish until the base course is placed or the work is accepted. Following the stabilization and curing process, the department will limit the contractor to hauling only legal highway loads over the stabilized area as required in standard spec 108.7.2.

D Measurement

The department will measure Fly Ash Subgrade Stabilization by the square yard of surface area, acceptably treated. No deduction will be made for any manholes, catch basin, or other similar fixtures located within the limits of the stabilized area.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
208.2110.S	Fly Ash Subgrade Stabilization	SY

Payment is full compensation for furnishing and placing the fly ash; mixing it into the subgrade; adjusting subgrade moisture as necessary; compacting the fly ash and soil mixture; trimming and shaping the stabilized subgrade; furnishing all necessary curing materials performing curing operations; and for properly disposing of excess materials.

stp-208-025 (20080902)

20. QMP HMA Pavement Nuclear Density.

A Description

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

(1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.

(2) Provide and maintain a quality control program defined as all activities and documentation of the following:

1. Selection of test sites.
2. Testing.
3. Necessary adjustments in the process.
4. Process control inspection.

(3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures. Obtain the CMM from the department's web site at:

https://roadwaystandards.dot.wi.gov/standards/cmm/index.htm

(4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:

http://www.atwoodsystems.com/mrs

B Materials

B.1 Personnel

(1) Perform HMA pavement density (QC, QV) testing using a HTCP certified nuclear technician I, or a nuclear assistant certified technician (ACT-NUC) working under a certified technician.

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

B.2 Testing

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

B.3 Equipment

B.3.1 General

(1) Furnish nuclear gauges from the department's approved product list at

https://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm.

(2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.

(3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:

Materials Management Section
3502 Kinsman Blvd.
Madison, Wisconsin 53704
Telephone: (608) 243-5998

B.3.2 Comparison of Nuclear Gauges

B.3.2.1 Comparison of QC and QV Nuclear Gauges

(1) Select a representative section of the compacted pavement prior to or on the first day of paving for the comparison process. The section does not have to be the same mix design.

(2) Compare the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the comparison on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.

(3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft^3. Measure and record the density on the 5 additional test sites for each gauge.

(4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft^3 and repeat comparison process from B.3.2.1 (2).

(5) Furnish one of the QC gauges passing the allowable comparison tolerances to perform density testing on the project.

B.3.2.2 Comparison Monitoring

(1) After performing the gauge comparison specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project. Perform comparison monitoring of the QC, QV, and all back-up gauges at the project reference site.

(2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.

(3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft^3 of its reference value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge from the project if the 5-test average is not within 1.5 lb/ft^3 of its reference value established in B.3.2.2(2).

(4) Maintain the reference site test data for each gauge at an agreed location.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

(1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.

(2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.

(3) A sublot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day's paving.

(4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full sublot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate sublot for that partial quantity.

(5) Randomly select test locations for each sublot as specified in CMM 8.15 prior to paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests prior to opening the roadway to traffic.

(6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

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

Table 1

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

(1) A lot represents a combination of the total daily tonnage for each layer and target density.

(2) Each side road, crossover, turn lane, ramp, and roundabout must contain at least one sublot for each layer.

(3) If a side road, crossover, turn lane, or ramp is 1500 feet or longer, determine sublots and random test locations as specified in B.4.1.1.

(4) If a side road, crossover, turn lane, or ramp is less than 1500 feet long, determine sublots using a maximum of 750 tons per sublot and perform the number of random tests as specified in Table 2.

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

Table 2

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

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

(2) If all sublot averages are no more than one percent below the target density, calculate the daily lot density by averaging the results of each random QC test taken on that day's material.

(3) If any sublot average is more than one percent below the target density, do not include the individual test results from that sublot when computing the lot average density and remove that sublot's tonnage from the daily quantity for incentive. The tonnage from any such sublot is subject to disincentive pay according to standard spec 460.5.2.2.

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

(1) If all sublot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.

(2) If a sublot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

B.4.2.3 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts

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

B.4.2.4 Documentation

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

B.4.3 Corrective Action

(1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.

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

(3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full sublot width within the traffic lanes or shoulders.

(4) Retesting and acceptance of replaced pavement will be according to standard spec 105.3.

(5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the sublot and lot densities.

(6) If 2 consecutive sublot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

B.5 Department Testing

B.5.1 Verification Testing

(1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one sublot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.

(2) The QV tester will test each selected sublot using the same testing requirements and frequencies as the QC tester.

(3) If the verification sublot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.

(4) If the verification sublot average is more than one percent below the specified target density, compare the QC and QV sublot averages. If the QV sublot average is within 1.0 lb/ft^3 of the QC sublot average, use the QC tests for acceptance.

(5) If the first QV/QC sublot average comparison shows a difference of more than 1.0 lb/ft^3 each tester will perform an additional set of tests within that sublot. Combine the additional tests with the original set of tests to compute a new sublot average for each tester. If the new QV and QC sublot averages compare to within 1.0 lb/ft^3, use the original QC tests for acceptance.

(6) If the QV and QC sublot averages differ by more than 1.0 lb/ft^3 after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

(1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge comparison according to B.3.2.1.

(2) The testers may use comparison monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.

(3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV sublot density test results or retesting of the sublot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.

(4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

(1) The department will administer density incentives according to standard spec 460.5.2.3.

stp-460-020 (20161130)

21. Cover Plates Temporary, Item 611.8120.S.

A Description

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

B Materials

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

C (Vacant)

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	EACH

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

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

stp-611-006 (20151210)

22. Stone or Rock Ditch Checks, Item 628.7515.S.

A Description

This special provision describes furnishing and installing stone or rock ditch checks as shown on the plans or as directed by the engineer, or both, and as hereinafter provided.

B Materials

Provide materials conforming to size requirements for size no. 2 coarse aggregate for concrete masonry or riprap according to the standard spec 501.2.5.4.5. Railroad ballast or breaker run stone conforming to the following applicable gradations may also be used:

Railroad Ballast

Sieve Size	Percent by Weight Passing
2 Inch	100
1 Inch	20 – 55
3/8 Inch	0 -5

Breaker Run Stone

Sieve Size	Percent by Weight Passing
5 Inch	100
1½ Inch	0 – 50
3/8 Inch	0 - 5

Incorporate stone or rock in the ditch checks that is hard, sound, and durable, and meets the approval of the engineer.

C Construction

Place stone or rock ditch checks immediately after shaping of the ditches or slopes is completed. Place stone or rock ditch checks at right angles to the direction of flow and construct to the dimensions and according to the details shown in the plans.

Remove sediment from behind the stone or rock ditch checks when it has accumulated to one half of the original height of the dam.

D Measurement

The department will measure Stone or Rock Ditch Checks in volume by the cubic yard of material incorporated in the work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
628.7515.S	Stone or Rock Ditch Checks	CY

Payment is full compensation for furnishing, producing, crushing, loading, hauling, placing, and shaping and maintaining Stone or Rock Ditch Check.

The quantity of sediment removed shall be multiplied by a factor of ten and paid for as Common Excavation.

stp-628-050 (20170615)

23. Section 652 Electrical Conduit.

Replace standard spec 652. 5 (2) with the following:

(2) Payment for Conduit Rigid Metallic, Conduit Rigid Nonmetallic, Conduit Reinforced Thermosetting Resin, and Conduit Special bid items is full compensation for providing the conduit, conduit bodies, and fittings; for providing all conduit hangers, clips, attachments, and fittings used to support conduit on structures; for pull wires or ropes; for expansion fittings and caps; for making necessary connections into existing pull boxes; for excavating, bedding, and backfilling, including any sand, concrete, or other required materials; for disposing of surplus materials; and for making inspections.

Replace standard spec 652.5 (5) with the following:

(5) Payment for Conduit Loop Detector is full compensation for providing all materials, including conduit, compacted backfill, surface sealer if required, pull wire if required, condulets, conduit fittings, and for making necessary connections into existing pull boxes.

24. Section 655 Electrical Wiring.

Replace standard spec 655.3.10 with the following:

(1) Under the Traffic Signal EVP Detector Cable bid item, provide the EVP cable and mount department furnished brackets. The department will determine the exact location to ensure that the installation does not create a sight obstruction.

(2) Ensure that the cable runs continuously without splicing from the pull box closest to the cabinet including the specified extra cable. Do not splice EVP cable from the detector assembly to the controller terminations. Provide 10 feet of extra cable at the mounting bracket and 2.5 feet extending out of the mounting bracket. Provide 10 feet of extra cable in each pull box plus an additional 20 feet at the nearest pull box to signal base where the EVP detector head is mounted.

(3) Mark each end of the lead as noted on the plan sheet. For a cabinet that is not operating the signal, the contractor will terminate the ends and install the discriminators and card rack in the cabinet. If the cabinet is operating the signal, the cabinet wiring will be done by the department.

(4) Notify the engineer upon completion of the installation at each intersection.

Replace standard spec 655.5 (11) with the following:

(11) Payment for Loop Detector Wire is full compensation for furnishing and installing loop detector wire; for making necessary connections to the lead in cable; and for measuring the loop inductance and ground resistance.

Replace standard spec 655.5 (12) with the following:

(12) Payment for Traffic Signal EVP Detector Cable is full compensation for providing emergency vehicle preemption detector cable and mounting the department furnished brackets; and for making all necessary connections.

25. Install Fiber Optic Cable Outdoor Plant - 36 CT, Item 678.0036.

Supplement standard spec 678.3.1 with the following:

A 12 AWG XLP insulated, stranded, copper, 600 volt AC locate wire shall be furnished and installed in each run of conduit, which is to receive fiber optic cable. Connect the locate wire by using a silicone filled wire nut at each pull box, vault or other access point. Alternatively, use a single wire through the access points, leaving a 6 foot coil in each pull box, vault or other access point for splicing. All material under this item shall meet the requirements of standard spec 655.

Supplement standard spec 678.5(2) with the following:

And for furnishing and installing fiber optic locate wire.

SER-678.1 (20170411)

26. Connect to Existing Water Main, Item SPV.0060.01.

A Description

This special provision describes furnishing and installing connections to the existing water main.

B Materials

B.1 Pipe

B.1.1 Ductile Iron (DI)

Ductile iron pipe shall meet the requirements of AWWA Standard C-151 (ANSI 21.51), cement mortar lined with internal and external bituminous coating and furnished with push-on joints with rubber gaskets.

Ductile iron pipe shall be furnished for the following minimum thickness classes unless noted otherwise on plans.

Conform to Chapter 8.18.0, Standard Specifications for Sewer and Water Construction in Wisconsin.

B.1.2 Polyvinyl Chloride (PVC)

PVC pipe 4"-60" in diameter shall meet the requirements of AWWA Standard C-900, pressure rating (PR) 235, DR-18, nominal DIPS (Ductile Iron Pipe Size).

Integral elastomeric bell and spigot joints.

Conform to Chapter 8.20.0, Standard Specifications for Sewer and Water Construction in Wisconsin.

B.2 Polyethylene Encasement For Ductile Iron Pipe and Fittings

Conform to AWWA C105.

Type: I.

Class: "C" (black).

Grade: "E-1".

Thickness: 8 mils.

B.3 Tracer Wire

#12 AWG solid, 21% conductivity annealed copper-clad high carbon steel high strength wire. 250 lbs. average tensile break load. 30 mil., high molecular weight, high density polyethylene jacket, 30 volt rating. Jacket color for water piping to be blue.

Mechanical tracer wire splices shall be 3M™ Direct Bury Splice Kit DBR/Y-6, or approved equal.

B.4 Couplings and Adapters

Fittings shall be ductile iron, cement mortar lined with internal and external bituminous coating meeting AWWA C110, mechanical joints with rubber gaskets.

Ductile iron mechanical joint fittings meeting AWWA C153 for "compact fittings" may be used in place of the fittings specified above.

Nuts and bolts, including connections to mains, fittings, valves and hydrants, shall be Cor-Blue T-Bolts as manufactured by NSS Industries or equal.

All bends shall have a minimum of ten feet of pipe on either side of the fitting.

Connection to Existing Fittings, Valve Boxes, or Hydrants

For connections to existing fittings, valve boxes, and hydrants, remove the existing nuts and bolts and replace with new stainless steel nuts and bolts or Cor-Blue T-Bolts (where required).

B.5 Insulation Board

Material to conform to Section B. of Insulate Existing Water Main (Granular Backfill), Item SPV.0090.07.

B.6 Thrust Restraints

B.6.1 Mechanical Joints

Joint restraint shall be provided by EBAA Iron Sales, Inc. MEGALUG Series 2000PV for PVC pipe (4-inch through 16-inch) and Series 1100 for ductile iron pipe.

B.6.2 Restrained Joint Pipe

Products delivered shall be manufactured only from water distribution pipe and couplings conforming to AWWA C900. Restrained joint pipe systems shall meet short and long term pressure test requirements of AWWA C900. Pipe, couplings, and locking splines shall be completely non-metallic to eliminate corrosion problems. Certa-Lok C900/RJ products are acceptable options.

Nominal outside diameters and wall thicknesses of thrust restrained pipe shall conform to AWWA C900. Pipe shall be furnished in standard lengths of 20 feet.

B.6.3 Concrete Thrust Blocks

Ready-mixed concrete conforming to the following:

Class	28-day Comp. Str. (PSI)	Max. Size Coarse Aggregate	Min. Cement Content (Bags/C.Y.)	Air Content (%)	Slump
B	3000	1½	4.75	6±1	3 inch – 4 inch

Job-mixed concrete is permitted for amounts one cubic yard or less and shall meet the same material and strength requirements as ready-mixed concrete.

C Construction

C.1 General

Pipe construction of any pipe material shall follow the recommended procedures of ASTM F1668.

Assemble pipe according to the written recommendations of the manufacturer.

All existing valves will be operated by or under the supervision of the Caledonia Utility.

Proper equipment, tools and facilities shall be provided and used by the contractor for the safe and convenient prosecution of the work. Pipe, fittings, valves and other accessories shall at all times be handled with care to avoid damage. In loading and unloading they shall be lifted by hoist or derrick or rolled on skidways in such a manner as to avoid shock. Pipe unloaded by skidding shall be protected from bumping contact with other pipe or the ground. Under no circumstances shall pipe be dropped. Caledonia Utility District personnel must be present for the delivery and unloading of pipe materials. Examine pipes and other materials immediately before placing in the trench. If any such pipes or materials are found to be defective they shall be rejected and removed from the work site.

PVC pipe installation will be according to AWWA C605. Do not bend pipe.

Polyethylene (PE) pipe installation will be according to ASTM D2774. Fusion fittings and jointing will be according to AWWA C906.

Ductile iron pipe installation will be according to AWWA C600.

C.2 Preparation and Assembly

Pipe shall be off-loaded, loaded, installed, handled, stored and stacked per the pipe supplier's guidelines.

Dewater trench excavations according to bid item 12" PVC Sanitary Sewer, Item SPV.0090.08.

Provide necessary sheeting and bracing prior to pipe installation according to bid item 12" PVC Sanitary Sewer, Item SPV.0090.08.

Use full length pipe except where necessary at valves and fittings.

Provide smooth end field cuts of pipe at a right angle to the centerline of the pipe.

Insulate water mains where shown on plans, where cover depth is less than 5 feet, where dictated by information obtained from potholing water main, and when directed by the Caledonia Utility District. Measurements shall be taken from future final surface as indicated by potholing tables shown on the Drawings. Insulation shall be according to Chapter 4.17.0 of the Standard Specifications for Sewer and Water Construction in Wisconsin and the bid item Insulate Existing Water Main (Granular Backfill), Item SPV.0090.07.

Any water main that has less than 4 feet of cover shall be reconstructed with a vertical offset. Vertical offsets shall be installed at locations as shown on the Drawings and where determined after potholing the existing water main. Vertical offsets shall be installed with bends, fittings, and pipe to increase cover over water main. Minimum 20' segment of pipe to be installed between bottom bends of offsets.

C.3 Open Cut Installation

Vertical and Horizontal Alignment: Maintain vertical and horizontal alignment as shown on the Drawings. Place pipe to required line and grade with a tolerance of plus or minus 0.1 feet. Install pipe without unplanned high points in the line, and a minimum cover over the top of pipe of 6 feet. Provide fittings, valves and hydrants at the required locations with joints centered, spigots bottomed and valve and hydrant stems plumb.

Trenching, backfilling and compacting requirements according to bid item 12" PVC Sanitary Sewer, Item SPV.0090.08.

Commence pipe installation only after the trench has been dewatered below the trench bottom and all necessary sheeting and bracing is in place.

Cut pipe to provide a smooth end at a right angle to the longitudinal axis of the pipe.

Keep pipe clean during and after laying.

Do not roll, drop or dump pipe appurtenances into the trench.

When laying operations are interrupted or terminated, temporarily seal pipe ends to prevent entry of water, debris, small animals, or other types of contamination.

Prevent the possibility of pipe flotation, i.e.: the lifting of pipes by buoyancy as water rises in the trench by proper bracing or by loading to overcome buoyancy. Pipe damaged by flotation shall be removed and replaced.

When connections to existing fittings, valve boxes, or hydrants are made, the existing nuts and bolts shall be removed and replaced with new stainless steel nuts and bolts or Cor-Blue T-Bolts (where required).

All materials removed shall become the property of the Caledonia Utility District, unless otherwise directed by the engineer.

When the interruption or operation of an existing pressure pipeline system is necessary to complete construction, conform to the following: Caledonia Utility District will operate system at contractor's request. Confine requests to Caledonia Utility District's normal working schedule. Do not operate controls or appurtenances.

C.4 Spline-Lock Process

Connect spline-locked PVC according to manufacturer's recommendations.

C.5 Thrust Restraints

Provide at mechanical joint and push-on joint connections including valves, hydrants, sleeves, (Megalug or Certa-Lok, or approved equal) and fittings including plugs, caps, tees, reducers and bends.

Buttress fittings per File Nos. 43-46 of the Standard Specifications for Sewer and Water Construction in Wisconsin, in addition to joint restraint.

Provide thrust restraint with mechanical restraints or tie rods which physically prevent joint separation; or poured in place concrete thrust blocks constructed to transfer the thrust load from the pipe to the undisturbed soil of the trench wall. When using mechanical restraints or tie rods, restrain the fitting joints within the following minimum pipe length on each side of the fitting unless manufacturer's submitted calculations and recommendations or plans indicate otherwise:

Pipe Size (inches)	11 1/4° Horiz. Bend (feet)*	22 1/2° Horiz. Bend (feet)*	45° Horiz. Bend (feet)*	90° Horiz. Bend (feet)*	Dead End (feet)
6	1	2	5	10	30
8	2	3	6	13	40
10	2	4	7	16	48
12	2	4	8	19	56
16	3	5	9	21	65
20	3	6	12	29	90

Where grade changes are made with bends, secure the top bends by tie rods and secure the bottom bends with of poured in-place concrete thrust blocks or provide mechanical restraints within a pipe length of 30 feet of the joint.

The joints of restrained joint pipe installed in casings shall be fully extended to take up the joint slack prior to making the end connections.

Install mechanical restraints following manufacturer's recommendations. Use a torque limiting twist off nut without the need for a torque wrench to ensure proper actuation of the restraint wedge.

Encase tie rods, associated materials, and the restrained pipe with polyethylene.

MEGALUG restrained joints, anchoring pipe and fittings, or restrained joint pipe. Provide concrete thrust blocks for both the hydrant and hydrant tee. Poured concrete blocking is not acceptable unless approved by the engineer in the case of poor base soil. If the engineer approves poured concrete blocking, the contractor is responsible for ensuring that concrete does not plug the weep hole.

The joints of restrained joint pipe installed in casings shall be fully extended to take up the joint slack prior to making the end connections.

Hydrant leads shall be restrained according to this section.

All 4 inch and larger water service piping shall be restrained from the main line tee to the shut-off valve, as specified in Section 3.03 above, with the end of the service piping braced with thrust blocking. In lieu of providing thrust blocking, restrain the entire length of service piping.

Restrain one full length of main on both sides of the tee wherever the total length of restrained water service pipe is less than the minimum restrained lengths shown below.

Water Service Size (inches)	Minimum Restrained Length (feet)
4	45
6	60
8	80
10	95
12	115

C.6 Connections to Existing Water Main

For cut-in connection, cut existing main only large enough to accept a mechanical joint ductile iron fitting or valve directly connected to one end of the existing pipe.

Connect the other end using a ductile iron cut-in sleeve connected to the fitting or valve and the other cut end of the existing water main connected by mechanical joint end of the cut-in sleeve.

Fittings shall be mechanical joint ductile iron.

C.7 Insulation For Pipe Frost Shield

Provide where shown on drawings and as determined by potholing existing water main. Install insulation board in an inverted U around the pipe. Make the sides of the U 2 feet high with the bottom of the legs at least to the springline of the pipe.

Make the top width of the insulation board the same as the trench width centered over the pipe. Install the insulation board in layers to provide a minimum thickness of 4-inch or the thickness stated on the drawings. Install such that there are no voids under the insulation.

C.8 Polyethylene Encasement

Install per AWWA C105. Wrap underground ductile iron pipe, underground fittings, valves and valve boxes. Wrap tie rods and accessories. Wrap curb boxes their entire length. Wrap all portions of hydrants below grade. Wrap hydrant barrels, ensuring the weep hole is not covered.

C.9 Tracer Wire

Installed using trench excavation

Provide for PVC, ductile iron and polyethylene pipe. Tape wire directly to pipe at a minimum of three points per 20 foot length of pipe.

Run wire between access points and underground terminal points. Access box locations are as shown on the drawings and/or as determined by the Caledonia Utility District. Access boxes are not to be located in paved areas unless shown otherwise.

Access points shall be at hydrants, curb boxes, and/or valve boxes as designated by the Caledonia Utility District. At hydrants, install a 3 inch diameter PVC conduit with a cap and extend to 3 inches above surface; tracer wire to be pulled through conduit to surface where it is to be secured to the hydrant. At curb boxes, extend tracer wire for service to the top of the curb box and secure. At valve boxes, install a ½ inch diameter PVC conduit and extend to 6 inches below surface; tracer wire to be pulled through conduit to surface and secured.

Extend wire up to the surface at access points. Provide 18 inches of excess wire within the access container.

At underground terminals, tracer wire is to be extended to terminal points of all services and main piping. Terminal points are at the end of new piping, including connection points to existing. A minimum of 2 feet of excess wire is to be looped at each terminal point. Ground all underground wire ends with 1 pound magnesium alloy anode ground.

Each lateral wire is to be spliced. Spliced connections using mechanical splices.

If agreed upon by the Caledonia Utility District prior to start of the project, the contractor may contract with the Caledonia Utility District to perform the tracer wire continuity testing. It is the contractor’s responsibility to coordinate testing with the Caledonia Utility District.

C.10 Record Keeping

Measure and record following “Service locations and elevations” and “Main and fitting locations and elevations”.

D Measurement

The department will measure Connect to Existing Water Main as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Connect to Existing Water Main	EACH

Payment is full compensation for locating and connecting to existing water main; coordinating shut-off of existing water main with Caledonia Utility District; cutting out section of existing water main; pipe material within existing water main, fittings, and cut-in sleeves; removal of existing tee and valve once existing main is out of service as directed by plans or engineer; taping sleeve or cross; tapping valve; tapping existing water main; pressure testing of tapping sleeve prior to tapping; removing existing pipe per plans or as directed by engineer; direct connection to end of existing pipe; transition fitting, if required; and for properly disposing of surplus materials.

27. Reconnect Sanitary Sewer Service, Item SPV.0060.02.

A Description

This special provision describes the Reconnect Sanitary Sewer Service bid item as detailed in the plans.

B Materials

Provide sanitary sewer service lateral pipe and wye fitting, PVC SDR-35, repair size in kind.

Flexible transitions couplings shall have stainless steel shear rings.

C Construction

Reestablish sanitary sewer service lateral connections that were disconnected from mainline.

Remove any debris caused by re-connecting service.

Connect to new mainline with approved wye fitting.

D Measurement

The department will measure Reconnect Sanitary Sewer Service as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Reconnect Sanitary Sewer Service	EACH

Payment is full compensation for furnishing and installing PVC Sanitary Sewer laterals and flexible couplings.

28. Clean Sanitary Manhole, Item SPV.0060.03.

A Description

This special provision describes the Clean Sanitary Manhole bid item as detailed in the plans.

B Vacant

C Construction

Perform manhole cleaning and surface preparation in compliance with manufacturer's instructions and as specified herein, for each substrate condition.

Clean surfaces before grouting or applying coating or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and coating so that contaminates from cleaning process will not fall onto wet, newly constructed or lined surfaces.

Prepare cementitious surfaces or concrete surfaces to be coated by removing all efflorescence, chalk, dust, dirt, release agents, grease, oils and by roughening as required by the coating manufacturer. Brushoff blast clean concrete surfaces to remove loose concrete and to provide a tooth for binding. Surface preparation profile shall be per recommendations of coating manufacturer.

All foreign and loose material shall be removed by water blasting and/or hand scraping with a steel wire brush or approved tool.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Clean Sanitary Manhole	EACH

Payment is full compensation for cleaning sanitary manhole.

29. Install Manhole Frame and Lid, Item SPV.0060.04.

A Description

This special provision describes the installing manhole frame and lid as detailed in the plans.

Conform to the requirements of standard spec 611 and as hereinafter provided.

B Materials

B.1 Sanitary Castings

Neenah R-1661-A, low profile, Type C gasketed, self-sealing lids, concealed pick holes, no vent holes.

B.2 Adjusting Rings

Precast concrete per ASTM C478 and Section 8.39.11 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

Expanded polypropylene (EPP), black, meeting ASTM D3575. The rings shall be manufactured using a high compression molding process to produce a finished density of 120 g/l (7.5 pcf). Pro-Ring by Cretex or approved equal.

Dimensions: 26 inches inside diameter by 38 inches outside diameter.

B.3 Cementitious Grout

Premixed, nonmetallic, high strength, non-shrink grout, Penngrout by IPA Systems, or approved equal. Meet ASTM C191 and C827. When mixed to a mortar consistency, achieve minimum 1-day and 28-day compressive strengths of 6,000 and 9,000 psi, respectively.

C Construction

Cleaning chimney surface according to Clean Sanitary Manhole, Item SPV.0060.03.

Set casting frames and adjusting rings on a full bed of cementitious grout.

Pitch casting to match street cross-slopes.

Center adjusting rings on the cone section so surfaces are flush.

Covers: Set frames to binder grade. Use cast iron, single piece adjusting rings to raise cover for surface course paving. If replacing the frame, lid, gasket, verify the gasket or lid prior to ordering. Gaskets shall be confirmed prior to purchasing. Old lids and frames are the property of the Utility Caledonia Utility District. Stockpile and notify Caledonia Utility District for pick-up.

Adjusting Rings: Install on new manholes for 4 inches to 12 inches of adjustment. Set with cementitious Penngrout or approved equal

D Measurement

The department will measure Install Manhole Frame and Lid as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Install Manhole Frame and Lid	EACH

Payment is full compensation for furnishing and installing frame, lid, gasket, adjusting rings and cementitious grout; cleaning manhole chimney surface and removing debris; and for salvaging old frame and lid to Caledonia Utility District.

30. External Chimney Seal, Item SPV.0060.05.

A Description

This special provision describes the installing external chimney seal as detailed in the plans.

B Materials

External chimney seal shall be a heat activated, high shrink membrane bonded to the MH structure. Polyolefin backing coated with heat activated adhesive. Membrane shall be 10 mils thick and 12-inches wide, minimum. Membrane shall be installed in several vertical layers where field conditions dictate to fully seal top of chimney and casting, as recommended by manufacturer. WrapidSeal by CCI Pipeline Systems and CANUSA or approved equal.

Contractor shall supply: Product data sheets, manufacturer's information for all coating system products supplied under this Section and installation procedures and equipment; Material Safety Data Sheets (MSDS) for all materials brought on-site. Manufacturer's certification that materials comply with federal, state and local regulations for VOC (Volatile Organic Compounds); List of cleaning and thinner solutions allowed by the manufacturer; Manufacturer's certification that submitted products are suitable for application on surfaces to be treated and for the service conditions and that contractor personnel applying coating systems have completed manufacturer provided application training.

C Construction

Installation shall be according to the manufacturer's recommendations, and as stated below. Clean surface according to Clean Sanitary Manhole, Item SPV.0060.03 before application of external chimney seal.

If adjusting rings are cracked or broken, apply repair mortar and allow to dry. Surfaces against which the chimney seal is to be installed shall be circular, reasonably smooth and free of any loose material and excessive voids. If surfaces are irregularly formed or sloped, apply mortar to properly form a uniform surface for installation.

Seal shall be sized to extend 3-inches to 4-inches above and below the upper and lower joints of the cone section, grade rings and frame.

Using a torch, warm the exterior surface of the manhole to remove moisture. Apply primer to the application surfaces and allow primer to become tacky. Wrap seal around the manhole while removing the release liner. Overlap the seal 6-inches, minimum.

Heat the seal in place to cause seal to shrink tight to the manhole's exterior surface, rings and frame. Use a knife to cut the sleeve around the gussets of the frame. Apply additional heat and pressure where required to provide tight fit to manhole. Trim all excess material prior to acceptance.

Acceptance for all rehabilitation methods in this section shall be by visual inspection. Contractor shall allow Caledonia Utility District and engineer access to all surfaces to allow for inspection.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	External Chimney Seal	EACH

Payment is full compensation for furnishing and installing external seals on new manholes or manholes with reconstructed chimneys; adhesives if required; extension pieces; cleaning manhole chimney surface and removing debris.

31. Grout Sanitary Manhole, Item SPV.0060.06.

A Description

This special provision describes the Grout Sanitary Manhole bid item as detailed in the plans.

B Materials

Chemical grout shall be: De Need Hydro-Active Flex LV, Avanti AV-100 and AV-118, Vandex Hydrostop – Flex 40, or approved equal.

Provide a root inhibitor to control root re-growth. The quantity of inhibitor shall be as recommended by the manufacturer and approved by the engineer. Avanti AC-50W Dichlobinil or approved equal.

Submit product data information on root inhibitor, (quantity to be applied, application method and application equipment) and chemical grout material along with any additives required for the Work. Include supplier, manufacturer and product names of chemical sealing materials.

C Construction

Submit qualification statement that demonstrates evidence of experience performing sewer rehabilitation using chemical grout for at least five years. Provide a list of at least ten projects with references where chemical grouting of sewers, lateral and manholes was performed in the last five years. State the type of grout material used. Identify key people who will be performing work on the project, with job title and years of experience.

Submit testing and sealing schedules and testing procedures for review by the engineer.

Provide equipment as stated in ASTMs F2304-03, F2414-04, and F2454-05. Equipment shall be calibrated in the same calendar year as intended use. Submit information on chemical grouting equipment, systems and operating procedures for grouting of sewer main line, sewer service laterals, and sanitary sewer manholes. Provide documentation that backup equipment is available if equipment failure occurs. State the location of the backup equipment.

Clean surfaces according to Clean Sanitary Sewer Manhole, Item SPV.0060.03

All surface voids shall be filled with underlayment material compatible with the coating material to be applied.

Mix grout in plastic or metal pail – concrete or wooden containers are not allowed. Add accelerator to grout if required and stir to an even consistency.

Utilize positive displacement pumps according to manufacturer's recommendations to inject chemical grout. Pumps must be flushed with washing agent according to manufacturer's recommendations until clean.

Drill injection holes for injection at a rate and spacing recommended in the manufacturer's written recommendations. Drill holes through structure wall at 45 degree angle to intersect a crack at the approximate midpoint of thickness of the wall. Insert a packer and remove grease fitting to allow water to flow through the open packer. Inject chemical grout from the lowest elevation and proceed upward from packer to packer to ensure continuous flow of grout through the crack. Use potable water if necessary to speed the reaction for inactive leaks and/or dry cracks.

Grout types shall be as recommended by the manufacturer and as provided in the special provision.

When active leaks have been stopped and approved by the engineer, remove excess grout and sealing material from the structure surfaces. Patch injection holes with repair mortar, which shall be a one component, quick set, high strength, non-shrink, polymer modified cementitious patching mortar. Mortar must be formulated for vertical and overhead use. It shall not contain any chlorides, gypsums, plasters, iron particles, aluminum powder or gas-forming agents, nor shall it promote corrosion of any steel that it may come in contact with.

Submit records for quantity of grout utilized in each manhole.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Grout Sanitary Manhole	EACH

Payment is full compensation for furnishing and installing grout materials as specified; premixed grout; removal of any excess grout material from manhole; manhole patch material for drilled holes; and for cleaning all material from manhole after work is completed.

32. Connect to Existing Sanitary Sewer, Item SPV.0060.07.

A Description

This special provision describes the Connect to Existing Sanitary Sewer bid item to a sanitary manhole as detailed in the plans.

B Materials

B.1 Pipe connections

Provide elastomeric boot for connection at cored hole in manhole. Manhole shall be repaired with a single component, fast setting, non-shrink, expansive type hydraulic cement.

B.2 Bedding material

Bedding material in accordance with bid item 12" PVC Sanitary Sewer, Item SPV.0090.08.

C Construction

C.1 Existing Manhole Connection

Contactor shall remove existing sanitary sewer connection and repair hole in manhole with a single component, fast setting, non-shrink, expansive type hydraulic cement.

Core new hole in manhole and install elastomeric boot or ensure connection is watertight between structure and the sewer pipe shown on the Plans or as directed by engineer.

Establish flow channel and bench within existing manhole.

C.2 New Manhole Connection

Contractor shall remove existing pipe as needed to install new manhole.

Install new manhole in accordance with 48" Sanitary Sewer Manhole, Item SPV.0200.01: 72" Sanitary Sewer Manhole, Item SPV.0200.02.

C.2 Abandon Existing Sanitary Sewer

Abandon existing sanitary sewer in accordance with Section 3.2.24 of the Standard Specification for Sewer & Water Construction in Wisconsin.

D Measurement

The department will measure Connect to Existing Sanitary Sewer as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Connect to Existing Sanitary Sewer	EACH

Payment is full compensation for furnishing and installing sanitary sewer connection to sanitary manhole. Bid item is paid per manhole, regardless of the number of connections.

33. Heavy Duty Silt Fence, Item SPV.0090.01.

A Description

This special provision describes the delivery, installation, maintenance, and removal of Heavy Duty Silt Fence. Install fence as directed by the engineer. Do not remove fence until directed by the engineer.

B Materials

Provide Heavy Duty Silt Fence consisting of a composite of woven wire fence fabric, posts, geotextile, fasteners, and to be assembled by the contractor. Woven wire fence fabric shall be a standard field fence type a minimum of 4 feet high, a maximum mesh spacing of 6-inches and minimum 14-1/2 gauge wire.

Provide "studded tee" or "U" type metal posts with a minimum length of 7 feet –6 inches and a minimum weight of 1.3 lb/ft.

Provide geotextile fabric meeting the following requirements:

Property	Unit	Test Method	Minimum Average Roll Value
Grab Tensile Strength	LB.	ASTM D4632	380
Grab Tensile Elongation	%	ASTM D4632	50
Puncture Strength	LB.	ASTM D4833	240
Trapezoid Tear Strength	LB.	ASTM D4533	145
Apparent Opening Size	U.S. Standard Sieve	ASTM D4751	170 (0.09 mm)
Permittivity	sec^{-1}	ASTM D4491	0.7
Water Flow Rate	$Gal/min/ft^2$	ASTM D4491	50
UV Resistance after 500 hours	% strength retained	ASTM D4355	70

Furnish a manufacturer's Certified Report of Test or Analysis that the geotextile fabric

delivered for use in the work meets the above requirements to the engineer at least 15 days prior to use in the work. Provide geotextile fabric bearing markings to clearly identify it with the applicable test report furnished to the engineer.

Supply material in 15'9" wide rolls and cut in half.

C Construction

Install the Heavy Duty Silt Fence as directed by the engineer and shown on the attached detail drawing. Space ties and anchors to adequately support system. Include or add acceptable guy lines, where required, for additional support.

Maintenance work, when required, will be specified on erosion control orders. Maintenance includes replacement of failed 12GA wire ties; re-anchoring of metal posts (standing lying sections back-up); entrenchment of the bottom fabric; and guy line repairs, if required. Geotextile fabric and woven wire fence fabric replacement not required for maintenance.

D Measurement

The department will measure Heavy Duty Silt Fence by the linear foot, acceptably completed. The department will measure along the base of the fence, center-to-center of end post, for each section of fence.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Heavy Duty Silt Fence	LF

Payment is full compensation for furnishing all furnishing, assembling, erecting, maintaining, and removal of the silt fence.

34. Fiber Optic Warning Tape, Item SPV.0090.02.

A Description

This special provision describes furnishing and installing fiber optic warning tape above all conduit containing fiber optic cable.

B Materials

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

C Construction

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

D Measurement

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

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	Fiber Optic Warning Tape	LF

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

35. Ditching and Shaping, Item SPV.0090.03.

A Description

Excavate, fill, grade, and shape as necessary to construct drainage ditches with a minimum slope of 0.005 foot per foot, at the locations shown on the plans, according to the pertinent requirements of the standard specifications, and as hereinafter provided.

B (Vacant)

C Construction

Properly dispose of all surplus and unsuitable material according to standard spec 205.3.12.

D Measurement

The department will measure Ditching and Shaping by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Ditching and Shaping	LF

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

36. Insulate Existing Water Main (Spoil Backfill), Item SPV.0090.04; Insulate Existing Water Main (Granular Backfill), Item SPV.0090.07.

A Description

This special provision describes furnishing and installing insulation around water main where the plans call for or where cover depth is less than 5 feet, measured from future final surface elevation.

B Materials

Use closed-cell extruded polystyrene conforming to ASTM C578, Type IV. Each board shall be 2 inches thick x 4 feet wide x 8 feet long.

Bedding material in accordance with bid item 12" PVC Sanitary Sewer, Item SPV.0090.08.

C Construction

Install insulation board in an inverted U around the pipe. Make the sides of the U 2 feet high with the bottom of the legs at least to the springline of the pipe.

Prior to placement of polystyrene boards bedding material shall be placed to a height of 6 inches over the top of the pipe, leveled and compacted

Install the insulation board in layers to provide a minimum thickness of 4-inch or the thickness stated on the Drawings.

Install such that there are no voids under the insulation.

The insulation board shall be placed on the cover material with the long side parallel to the centerline of the water main for a minimum width of O.D. + 24". The boards shall be staggered so as to eliminate continuous transverse joints. If two or more layers of insulation board are used, each layer should be placed so as to cover joints of the layer immediately below.

The first lift of backfill material shall consist of 6 inches of bedding material which shall be end or side dumped onto the insulation board and spread such a manner that construction equipment does not directly operate on the insulation. This layer shall be compacted with equipment that exerts a compact stress of 70 to 80 psi. Once this layer has been compacted to the specified density, the remaining layers of backfill may be constructed utilizing conventional procedures.

D Measurement

The department will measure Insulate Existing Water Main by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Insulate Existing Water Main (Spoi Backfill)	LF
SPV.0090.07	Insulate Existing Water Main (Granular Backfill)	LF

Payment is full compensation for excavation to top and along sides of existing water main and excavation support system; polystyrene insulation board cut to required width; placement of insulation board above and alongside the pipe; trenching; trench support system; providing and placing bedding and backfill material of the type indicated on plans and in specifications; backfill and compaction; shoulder gravel as required; loading, hauling, and disposal of excess excavated material.

37. 12-inch PVC Water Main (Granular Backfill), Item SPV.0090.05; 12-inch PVC Water Main (Spoil Backfill), Item SPV.0090.06.

A Description

This special provision describes furnishing and installing 12-inch PVC Water Main with the selected backfill as shown in the plans.

B Materials

B.1 Polyvinyl Chloride (PVC)

PVC pipe 4”-60” in diameter shall meet the requirements of AWWA Standard C-900, pressure rating (PR) 235, DR-18, nominal DIPS (Ductile Iron Pipe Size). Integral elastomeric bell and spigot joints. Conform to Chapter 8.20.0, Standard Specifications for Sewer and Water Construction in Wisconsin.

B.2 Polyethylene Encasement for Fittings

Conform to AWWA C105.

Type: I.

Class: “C” (black)

Grade: “E-1”.

Thickness: 8 mils.

B.3 Tracer Wire

Provide tracer wire that is solid No. 12 AWG for trench excavation and No. 10 AWG for trenchless excavation, 21% conductivity, annealed copper-clad high carbon steel wire. With an average tensile break load of: 250 pounds for trench excavation and 1,150 pounds for trenchless installation. Provide a jacket with 30 mil high molecular weight, high density polyethylene jacket, 30 volt rating, blue color for water piping.

B.4 Couplings and Adapters

Fittings shall be ductile iron, cement mortar lined with internal and external bituminous coating meeting AWWA C110, mechanical joints with rubber gaskets. Ductile iron mechanical joint fittings meeting AWWA C153 for “compact fittings” may be used in place of the fittings specified above.

Tapping Tees/Service Saddles:

Stainless steel double strap designed for ductile iron pipe.

Full circumference wide band stainless steel double bolt designed for PVC pipe.

Required for HDPE service taps and taps over 1-inch for ductile iron pipe or when the pipe being tapped is less than 150 psi pressure class.

Nuts and bolts, including connections to mains, fittings, valves and hydrants, shall be Cor-Blue T-Bolts as manufactured by NSS Industries or equal.

All bends shall have a minimum of ten feet of pipe on either side of the fitting.

Connection to Existing Fittings, Valve Boxes, or Hydrants; For connections to existing fittings, valve boxes, and hydrants, remove the existing nuts and bolts and replace with new stainless steel nuts and bolts or Cor-Blue T-Bolts (where required).

B.5 Insulation Board

Material to conform to Section B. of the bid item Insulate Existing Water Main (Granular Backfill), Item SPV.0090.07.

B.6 Thrust Restraints

Material to conform to Section B. of the bid item Connect to Existing Water Main, Item SPV.0060.01.

B.7 Spoil Backfill

Excavated material, according to Section 8.43.5 of the Standard Specifications for Sewer and Water Construction in Wisconsin, may be used to backfill trenches as shown on the Drawings. Approved backfill material shall be obtained from required excavations and shall contain no vegetation, roots, topsoil, peat, ash, wood or any other non-soil material which might cause settlement by decomposition. Based on field

investigations and available information, backfill material is expected to consist primarily of brown/gray lean clay, trace sand and gravel. The natural clays are expected to be moist, and very stiff to hard.

Excavated material is unsuitable for use as backfill if it contains any of the following: vegetable or other organic material; concrete, asphalt, and blasted rock; stones larger than 3 inches in diameter; frozen material; or refuse.

B.8 Granular Backfill

Material conforming to Table 37 of Section 8.43.4 of the Standard Specifications for Sewer & Water Construction in Wisconsin. Use where shown on the drawings and elsewhere as directed.

Brandenburg Rock, also known as “Redrock” or “B&B”, common in local quarries, shall not be used for backfill.

B.9 PVC Bedding Material

Bedding and cover material shall be crushed stone chips conforming to Paragraph 8.43.2(a) of the Standard Specifications for Sewer & Water Construction in Wisconsin. Crushed pea gravel is not allowed.

Brandenburg Rock, also known as “Redrock” or “B&B”, common in local quarries, shall not be used for bedding.

C Construction

C.1 General

Pipe construction of any pipe material shall follow the recommended procedures of ASTM F1668.

Assemble pipe according to the written recommendations of the manufacturer.

All existing valves will be operated by or under the supervision of the Caledonia Utility District.

Proper equipment, tools and facilities shall be provided and used by the contractor for the safe and convenient prosecution of the work. Pipe, fittings, valves and other accessories shall at all times be handled with care to avoid damage. In loading and unloading they shall be lifted by hoist or derrick or rolled on skidways in such a manner as to avoid shock. Pipe unloaded by skidding shall be protected from bumping contact with other pipe or the ground. Under no circumstances shall pipe be dropped. Caledonia Utility District personnel must be present for the delivery and unloading of pipe materials. Examine pipes and other materials immediately before placing in the trench. If any such pipes or materials are found to be defective they shall be rejected and removed from the work site.

PVC pipe installation: Follow AWWA C605. Do not bend pipe.

Polyethylene (PE) pipe installation: Follow ASTM D2774 and follow AWWA C906 for fusion fittings and jointing.

Ductile iron pipe installation: Follow AWWA C600.

C.2 Preparation and Assembly

Pipe shall be off-loaded, loaded, installed, handled, stored and stacked per the pipe supplier’s guidelines.

Dewater trench excavations according to bid item 12” PVC Sanitary Sewer, Item SPV.0090.08.

Provide necessary sheeting and bracing prior to pipe installation according to bid item 12” PVC Sanitary Sewer, Item SPV.0090.08.

Use full length pipe except where necessary at valves and fittings.

Provide smooth end field cuts of pipe at a right angle to the centerline of the pipe.

Insulate water mains where shown on plans, where cover depth is less than 5 feet, and where directed by the Caledonia Utility District. Measurements shall be taken from future final surface as indicated by potholing tables shown on the drawings. Insulation shall be according to Chapter 4.17.0 of the Standard Specifications for Sewer and Water Construction in Wisconsin and the bid item Insulate Existing Water Main (Granular Backfill), Item SPV.0090.07.

Any water main that has less than 4 feet of cover shall be reconstructed with a vertical offset. Vertical offsets shall be installed at locations as shown on the drawings. Vertical offsets shall be installed with bends, fittings, and pipe to increase cover over water main. Minimum 20' segment of pipe to be installed between bottom bends of offsets.

C.3 Open Cut Installation

Vertical and Horizontal Alignment: Maintain vertical and horizontal alignment as shown on the drawings. Place pipe to required line and grade with a tolerance of plus or minus 0.1 feet. Install pipe without unplanned high points in the line, and a minimum cover over the top of pipe of 6 feet. Provide fittings, valves and hydrants at the required locations with joints centered, spigots bottomed and valve and hydrant stems plumb.

Trenching, backfilling and compacting requirements according to bid item 12" PVC Sanitary Sewer, Item SPV.0090.08.

Commence pipe installation only after the trench has been dewatered below the trench bottom and all necessary sheeting and bracing is in place.

Cut pipe to provide a smooth end at a right angle to the longitudinal axis of the pipe.

Keep pipe clean during and after laying.

Do not roll, drop or dump pipe appurtenances into the trench.

When laying operations are interrupted or terminated, temporarily seal pipe ends to prevent entry of water, debris, small animals, or other types of contamination.

Prevent the possibility of pipe flotation, i.e.: the lifting of pipes by buoyancy as water rises in the trench by proper bracing or by loading to overcome buoyancy. Pipe damaged by flotation shall be removed and replaced.

When connections to existing fittings, valve boxes, or hydrants are made, the existing nuts and bolts shall be removed and replaced with new stainless steel nuts and bolts or Cor-Blue T-Bolts (where required).

All materials removed shall become the property of the Caledonia Utility District, unless otherwise directed by the engineer.

When the interruption or operation of an existing pressure pipeline system is necessary to complete construction, conform to the following: Caledonia Utility District will operate system at contractor's request. Confine requests to Caledonia Utility District's normal working schedule. Do not operate controls or appurtenances.

C.4 Connections to Existing Water Main

To be performed according to the bid item Connect to Existing Water Main, Item SPV.0060.01.

C.5 Insulation for Pipe Frost Shield

To be performed according to the bid item Insulate Existing Water Main (Granular Backfill), Item SPV.0090.07

C.6 Thrust Restraint

To be performed according to the bid item Connect to Existing Water Main, Item SPV.0060.01.

C.7 Tracer Wire

Provide for PVC, ductile iron and polyethylene pipe. Tape wire directly to pipe at a minimum of three points per 20 foot length of pipe.

Run wire between access points and underground terminal points. Access box locations are as shown on the drawings and/or as determined by the Caledonia Utility District. Access boxes are not to be located in paved areas unless shown otherwise.

Access points shall be at hydrants, curb boxes, and/or valve boxes as designated by the Caledonia Utility District. At hydrants, install a 3 inch diameter PVC conduit with a cap and extend to 3 inches above surface; tracer wire to be pulled through conduit to surface where it is to be secured to the hydrant. At curb boxes, extend tracer wire for service to the top of the curb box and secure. At valve boxes, install a ½ inch diameter PVC conduit and extend to 6 inches below surface; tracer wire to be pulled through conduit to surface and secured.

Extend wire up to the surface at access points. Provide 18 inches of excess wire within the access container.

At underground terminals, tracer wire is to be extended to terminal points of all services and main piping. Terminal points are at the end of new piping, including connection points to existing. A minimum of 2 feet of excess wire is to be looped at each terminal point. Ground all underground wire ends with 1 pound magnesium alloy anode ground.

Each lateral wire is to be spliced. Spliced connections using mechanical splices.

If agreed upon by the Caledonia Utility District prior to start of the project, the contractor may contract with the Caledonia Utility District to perform the tracer wire continuity testing. It is the contractor's responsibility to coordinate testing with the Caledonia Utility District.

C.8 Testing

C.8.1 General

Notify engineer at least 48 hours prior to testing and when testing equipment is set up and ready. Obtain permits to work in public streets. Provide traffic control.

Perform testing in the presence of the engineer. Provide access to equipment to enable the engineer to monitor and record test results.

Clean pipelines and manholes of debris, soil, and construction material. Enable visual inspection of entire pipeline interior.

Repair or replace piping, valves, fittings and components which have visible defects or leakage, before commencing tests.

After correcting deficiencies, repeat tests until satisfactory test results are obtained.

C.8.2 Standard Pressure and Leakage Test

Perform pressure and leakage tests for pressurized pipelines. Test according to AWWA C605 for PVC pipe, as modified herein.

Install thrust restraints before testing, including temporary plugs or caps. For high-early concrete thrust blocks, test 36 hours after thrust restraint installation. For standard concrete thrust blocks, test 7 days after thrust restraint installation.

Provide bedding, cover material and partial backfill. Joints may be left uncovered until testing is completed.

Install permanent appurtenances including valves, services and air release valves.

Filling and Flushing:

Provide water for filling and flushing. (Note: water for testing may not be available from adjacent hydrants. Coordinate with other work in the area regarding availability of water for testing). If there are no permanent air release valves, install temporary valves. Isolate test section. Fill at a maximum velocity of 1 foot per second. Flush the line through blowoffs and dead ends with a pipeline velocity sufficient to vent air. Purge lines of air. Discharge water without causing erosion, nuisance, or interruption of traffic.

Provide backflow protection acceptable to the Caledonia Utility District when using existing mains to supply water.

Close temporary air vents before testing. After successful testing, remove temporary vents.

Pressure Testing:

At the discretion of the engineer, pressure and leakage tests may be performed at the same time. Install test connections. Apply pressure at the lowest elevation of the test segment of at least 150 psi. Apply pressure by adding water with high pressure pump. Measure pressure during test period. Maintain pressure within 5 psi of the required pressure by adding water with the high pressure pump. Test for two continuous hours with no leaks occurring. Repair defects. Repeat testing after each repair until testing is successful.

Leakage Testing Procedure:

Perform leakage tests after satisfactory completion of pressure tests. Apply pressure at the highest elevation of the test segment of 100 psi or 10 less than the pressure rating of the pipe. Leakage is the water volume supplied to the test section to maintain pressure within 5 psi of required pressure after pipe is filled and air has been expelled. Allowable leakage is determined as follows:

$$L = \frac{SD\sqrt{P}}{148{,}000}$$

Where: L = Allowable leakage in gallons per hour

S = Pipe length tested in feet

D = Nominal pipe diameter in inches

P = Average test pressure in psi

For test section of various pipe sizes, the allowable leakage is the sum of the leakage for each pipe size. Test for two continuous hours without exceeding allowable leakage. Repair pipeline to meet allowable leakage. Repeat testing after each repair.

C.8.3 Disinfection and Bacteriological Testing of Water Main

Provide disinfection and bacteriological testing for the following: New water main construction. When cutting into or repairing existing water mains. Redisinfect work until water samples are free of coliform bacteria contamination.

Disinfect mains using 5-g calcium hypochlorite tablets or powder according to Section 4.3.12 and Chapter 4.16.0 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

4.16.5 SAMPLING. The contractor shall take all necessary water samples and provide any equipment necessary. The contractor, accompanied by the engineer or his representative, shall deliver the samples to the Racine Water Utility Laboratory for testing or other state approved laboratories with Caledonia Utility District approval. No samples will be accepted by the Laboratory on Friday or without giving 24 hours' notice to the Laboratory or Racine Water Utility Engineer.

Disinfect following AWWA C651. Disinfect using the tablet method. Place 5-g calcium hypochlorite tablets in each pipe section. Determine the number of tablets per section of pipe by following table:

Pipe Diameter (inches)	Length of Pipe Section (feet)		
	13 or less	18	20
	Number of 5-g Calcium Hypochlorite Tablets		
6	1	1	1
8	1	2	2
10	2	3	3
12	3	4	4
16	4	6	7

Place one tablet in each hydrant, hydrant lead, and other appurtenance.

Attach tablets with a food-grade adhesive to the top inside surface of the pipe:

Use adhesive approved by USDA for contact with edible products. Adhesive: Permatex Form-A-Gasket No. 2, Permatex Clear RTV Silicone, or equal. Do not use Permatex Form-A-Gasket No. 1.

Fill main such that the water velocity within the main will not exceed 1 fps.

Water is to remain in the pipe for a minimum of 24 hours. If the water temperature is less than 41°F, the water is to remain in the pipe at least 48 hours.

Caledonia Utility District personnel must be present when samples are obtained.

Bacteriological Testing:

Take bacteriological samples at representative locations in each branch to establish that water mains are free of contamination. At least one bacteriologically safe sample from each location shall be obtained before the water mains are placed into service. Upon successful completion of disinfection and testing results, place the water main in service to maintain system pressure.

Procedures for Disinfecting Connections to Existing Mains:

The following procedures apply when existing mains are wholly or partially dewatered. Existing mains that are isolated by an existing valve require no disinfection. After completing appropriate procedures, existing mains may be returned to service prior to completing bacteriological testing to minimize disruption to service.

Apply liberal quantities of hypochlorite to wet trenches at or near the connection to the existing main.

Swab the interior of pipe and fittings located between the connection to the existing main and the closet new valve (including connection pipe and fittings) with a one percent hypochlorite solution according to Paragraph F below.

Flush the connection to the existing main, from both directions toward the connection if valve and locations permit, as soon as the connection has been completed and the nearest new valve installed and secured. Flush through the new main until discolored water is eliminated.

Should the water main connection be contaminated, the existing main and connection shall be disinfected by slug chlorination as follows: Continue to isolate the section of contaminated main. Shut off all service connections. Place hypochlorite tablets in the connection to the new main. Flush the main to remove particulates. Slowly dose the contaminated main with a 300-mg/l free chlorine concentration for a period of at least 15 minutes. Flush the main until the water is free of noticeable chlorine odor. Open service connections and return the main to service.

Take bacteriological samples to provide a record for determining the effectiveness of the procedure. Samples may be required from both sides of the connection.

If unsatisfactory tests are recorded, the Caledonia Utility District will determine the necessary corrective action. Take daily samples until two consecutive safe samples have been recorded.

Should any test prove unsatisfactory, the water main shall be sterilized by the contractor by such methods as he deems necessary and samples taken until acceptable results are obtained.

Flushing:

Flush water mains, including dead end mains, hydrants, and services. Flush services with a minimum volume of water equivalent to the volume of the service pipe, until the water is clean. Convey water used for flushing or testing to a suitable discharge point without damage to crops, cropland, residential lawns, groomed ditches, and without disruption of farming operations. No flushing water may be discharged on farmlands. Use suitable methods for disposing of flushing water to prevent surface erosion. Provide temporary flushing hydrants as required.

Swabbing Water Main:

Disinfect piping installed outside of water main test segments by swabbing with a 1% hypochlorite solution and thoroughly flushing. Thoroughly swab the entire interior surfaces of pipes and fittings. The diameter of swabs used in pipes shall match the interior pipe diameter and provide resistance when swabbing. Swab pipes with a pumping motion with surfaces wiped several times.

Connection to Intersecting Mains:

Remove and replace sections of intersecting water mains as shown on the plans and as directed by the engineer. New intersecting mains will be installed at the grades shown on the plans or at the elevation of the existing main if no grade is designated. Install the intersecting main at a constant grade. Do not connect intersecting mains until after the main line has been tested and approved. Bleed off trapped air in intersecting mains by tapping when filling the main and/or through hydrants when flushing intersecting mains. It is not necessary to pressure test intersecting mains; however the intersecting main shall be subjected to line pressure and any defects repaired prior to backfilling. Intersecting mains shall be thoroughly flushed through the nearest hydrants prior to or when placing in service.

C.8.4 Continuity Testing

If agreed upon by the Caledonia Utility District prior to start of construction, arrangements may be made with the Caledonia Utility to perform continuity testing. Coordinate testing with the Caledonia Utility District.

Test on tracer wire. Provide a power source which transmits a measurable DC current the length of the tracer wire or of pipeline being tested. Take current readings with the test current “off”, then “on” to differentiate between test current and stray current. If continuity is not achieved, make required repairs. Repeat testing until continuity is achieved.

C.9 Backfill

Provide backfill according to the bid item 12” PVC Sanitary Sewer, Item SPV.0090.08.

C.10 Surface Restoration

Provide surface restoration according to the bid item 12” PVC Sanitary Sewer, Item SPV.0090.08.

C.11 Record Keeping

Measure and record following “Service locations and elevations” and “Main and fitting locations and elevations”.

D Measurement

The department will measure 12-inch PVC Water Main (type Backfill) by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	12-inch PVC Water Main (Granular Backfill)	LF
SPV.0090.05	12-inch PVC Water Main (Spoil Backfill)	LF

Payment is full compensation for furnishing all equipment; excavation, excavation support, and equipment required for removal; dewatering; loading, hauling, and disposal of sewer pipe materials and excavated materials; backfill and compaction; surface restoration; and for removal and disposal of abandoned utility structures.

38. 12” PVC Sanitary Sewer, Item SPV.0090.08; 15” PVC Sanitary Sewer, Item SPV.0090.09.

A Description

This special provision describes furnishing and installing PVC Sanitary Sewer in the size called out in the bid item and as detailed in the plans.

B Materials

B.1 PVC Sanitary Sewer Pipe

Manufactured according to the following standards: 4-inch through 15-inch diameter: ASTM D-3034, SDR-35. 18-inch through 36-inch diameter: ASTM F679, PS115. Drop pipes on outside drop manholes shall meet the requirements of AWWA C-900. Integral bell type flexible elastomeric joints meeting the requirements of ASTM D-3212. PVC material shall meet the requirements of ASTM D1784 and have a cell classification of 12454-B, 12454-C, 12364-C or 13364-B, except that 12364-C and 13364-B shall have a minimum tensile modulus of 500,000 psi. Lateral piping and fittings shall meet the requirements of AWWA C-900 and AWWA C907 and shall be installed from the main to the adapter fitting. Lateral cleanouts shall be ASTM SDR-35. Provide adapter fitting for transition between SDR 35 and AWWA C-900 PVC material, Harco C-900 x SDR 35 adapter or approved equal. Provide Inserta Fittings, Inserta Tee, or approved equal, for the following: New sewer laterals on new FRPM gravity sewer or on existing sanitary sewers.

B.2 Tracer Wire

Provide tracer wire that is solid No. 12 AWG for trench excavation and No. 10 AWG for trenchless excavation, 21% conductivity, annealed copper-clad carbon steel wire. With an average tensile break load of: 250 pounds for trench excavation and 1,150 pounds for trenchless installation. Provide a jacket with 30 mil high molecular weight, high density polyethylene jacket, 30 volt rating, green color for sanitary sewers.

B.3 Spoil Backfill

Excavated material, according to Section 8.43.5 of the Standard Specifications for Sewer and Water Construction in Wisconsin, may be used to backfill trenches as shown on the drawings. Approved backfill material shall be obtained from required excavations and shall contain no vegetation, roots, topsoil, peat, ash, wood or any other non-soil material which might cause settlement by decomposition.

Excavated material is unsuitable for use as backfill if it contains any of the following: vegetable or other organic material; concrete, asphalt, and blasted rock; stones larger than 3 inches in diameter; frozen material; or refuse.

B.4 Granular Backfill

Material conforming to Table 37 of Section 8.43.4 of the Standard Specifications for Sewer & Water Construction in Wisconsin. Use where shown on the drawings and elsewhere as directed.

Brandenburg Rock, also known as “Redrock” or “B&B”, common in local quarries, shall not be used for backfill.

B.5 Slurry Backfill

Aggregate slurry backfill: Material conforming to Section 8.43.8 of the Standard Specifications for Sewer & Water Construction in Wisconsin.

Brandenburg Rock, also known as “Redrock” or “B&B”, common in local quarries, shall not be used for backfill.

B.6 PVC Bedding Material

Bedding and cover material shall be crushed stone chips conforming to Paragraph 8.43.2(a) of the Standard Specifications for Sewer & Water Construction in Wisconsin. Crushed pea gravel is not allowed.

Brandenburg Rock, also known as “Redrock” or “B&B”, common in local quarries, shall not be used for bedding.

C Construction

C.1 Submittals

Submit mix design data for slurry used in backfilling of sanitary mains and laterals.

For each borrow material, submit two copies of the results of quality control testing. Identify testing locations and results of gradation tests.

Submit a dewatering plan to the engineer for each dewatering setup that is anticipated.

Provide material test data, source information, and proof of ASTM compliance for imported materials.

Provide test reports and results for: low pressure air test, deflection test of PVC gravity pipelines, gravity sewer leakage testing, continuity testing of tracer wire systems, and televising sanitary sewers.

Provide proposed method to correct any deficiencies of the system. Provide record of deficiency repair method and locations to the engineer.

C.2 Testing

C.2.1 General

Notify engineer at least 48 hours prior to testing and when testing equipment is set up and ready. Obtain permits to work in public streets. Provide traffic control.

Perform testing in the presence of the engineer. Provide access to equipment to enable the engineer to monitor and record test results.

Clean pipelines and manholes of debris, soil, and construction material. Enable visual inspection of entire pipeline interior.

Repair or replace piping, fittings and components which have visible defects or leakage, before commencing tests.

After correcting deficiencies, repeat tests until satisfactory test results are obtained.

C.2.2 Deflection Testing of Gravity Sewer Pipelines

Perform deflection testing on gravity sewer pipelines according to Section 3.2.6(i)(4) of the Standard Specifications for Sewer and Water Construction in Wisconsin, with the following changes:

Perform deflection testing at least 14 days after all backfill has been placed. A 95% mandrel must be used for initial testing. Repair and retest pipeline sections which fail the test. If at least 30 days have elapsed since the pipe was place and backfilled, a 92.5% mandrel may be used to retest the section.

The test is successful if the mandrel passes through the entire pipe section between manholes or other structures in one pass pulled by hand without excessive force.

Mandrel sizes and materials per Section 3.2.6 (i) (4) of the Standard Specifications for Sewer and Water Construction in Wisconsin.

C.2.3 Gravity Sanitary Sewer Leakage Testing

Perform leakage testing for gravity sanitary sewers according to Chapter 3.7.0 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

Perform low pressure air testing for gravity sewers where sections can be left off-line during installation, according to Section 3.7.3 of the Standard Specifications for Sewer and Water Construction in Wisconsin for PVC pipe, and according to manufacturer's recommendations for FRPM pipe.

C.2.4 Continuity Testing

If agreed upon by the Caledonia Utility District prior to start of construction, arrangements may be made with the Caledonia Utility to perform continuity testing. Coordinate testing with the Caledonia Utility District.

Test on tracer wire. Provide a power source which transmits a measurable DC current the length of the tracer wire or of pipeline being tested. Take current readings with the test current "off", then "on" to differentiate between test current and stray current. If continuity is not achieved, make required repairs. Repeat testing until continuity is achieved.

C.2.5 Televising of Sanitary Sewers

Televise all sanitary sewers after final cleaning. The camera shall stop at all possible defects and tilt to fully view. Complete all televising according to NASSCO standards.

Block off water or sewage from both ends of section. Provide bypass pumping, if necessary to prevent sewage backup. Stop dewatering at least 72 hours before televising. Provide temporary services required, such as water and electricity.

Televise by advancing a camera through the pipeline. Display the video image on a TV monitor and record on CD or DVD. Concurrently with the picture, provide an audio recording of the following: Pipeline section, designated by manhole numbers at each end of section; pipe material; owner of pipeline; name of televisor and date of survey; description and location of defect.

On television image (and CD or DVD), superimpose the date, the section being televised, and the footage from entering manhole. Produce still photographs of pipeline defects.

Provide two copies of inspection report prepared by the televisor which includes: Structure section televised (using structure numbering system with corresponding DVD number of structure); photos with location and date of photographed joints, lateral connections, roots, collapsed pipes and other defects, estimates of infiltration/inflow, etc.; reports of sewers in NASSCO format. The report shall indicate all defects (i.e.; bad joints, cracked pipe, infiltration, standing water, etc.); provide two copies of the CD or DVD of the inspection to the Caledonia Utility District.

C.3 Preparation

Prior to construction, uncover existing sewers at connection points. Verify existing conditions are satisfactory before starting construction. If changes are required, notify the engineer for authorization.

Temporarily plug downstream manholes as needed. Check plugs periodically for leakage.

C.4 Excavation

Excavate trench to sufficient width and depth to permit proper utility construction at line and grade shown on the drawings. The bottom of the trench excavation shall conform to the pipe embedment details with a minimum width of the pipe outside diameter plus 24 inches.

Do not open more than 200 feet of trench at any one time. Restore access to all residential driveways at the end of each business day. Coordinate construction activities with residents to avoid excessive disturbance wherever possible.

Excavate rock according to Section 2.2.9 of the Standard Specifications for Sewer & Water Construction in Wisconsin. Remove obstructions from within the construction limits as required, such as mounds of dirt, stone, debris, and abandoned utility structures. Remove street signs, mailboxes, culverts, end walls, advertising signs and guard posts (shall be replaced to original condition).

Place excavated material in a location that will minimize inconvenience to public travel, adjacent property owners and other contractors. Strip and stockpile topsoil. Erosion control measures must be used after stockpile. The contractor shall remove and dispose of surplus excavated material not used for backfill. Dispose of pavement separately from soils material. Include loading, hauling, dumping and leveling. When not specified, provide a dump site with no limit on haul distance. If dump site is located within the Village of Caledonia, a fill permit must be obtained from the village Engineering Department. If the dump site is located outside the Village of Caledonia, then the haul route must be provided to the village Engineering Department. Conform to laws and regulations.

Sheet and brace excavations as required by federal and state codes, by the Contract Documents, and as necessary to protect life and property. Prevent soil from entering the trench either below or through such sheeting. Remove sheeting and bracing as excavations are backfilled. Do not disturb adjacent structures. Effectively protect completed Work. If the sheeting and bracing cannot be removed without damaging the Work or adjacent areas, leave in place.

If used, use of portable trench boxes and sliding trench shields shall conform to Section 2.3.6 of the Standard Specifications for Sewer and Water Construction in Wisconsin, with the following modifications: Boxes or shields used within trenches in which the pipe is installed with Class B or equivalent bedding, including flexible sewer pipes and PVC water main, shall ride on a shelf excavated in the trench to ensure that the proper bedding section is achieved and maintained. 4-inch through 16-inch pipe: locate the shelf no lower than the top of the pipe, except that do not place it more than 24 inches above the trench bottom unless the provisions of Section 3.5 B below are met.

Current OSHA standards allow placing trench boxes or shields on a shelf located no more than 24 inches above the bottom of the trench if the following are met. The trench walls consist of reasonable stable soils. Standing water is pumped or removed from the trench so the trench bottom is not wet.

If a trench box or shield is supported or rides on bedding or cover material located below the top of the pipe, in trenches in which the pipe is installed with Class B or equivalent bedding, including flexible sewer pipes and water mains, recompact bedding, and cover material to the top of the pipe after removing the box or shield as follows: Thoroughly compact bedding and cover material before moving the shields. Lift the trench shield so that it rides on top of the cover material. Compact bedding and cover material so there are no voids between the pipe and trench walls. Pull the trench shield ahead.

Portable trench shoe shield may be used under the following conditions: Construct as required by State or Federal authority. Do not exceed trench limits. Do not disturb or alter pipe and bedding.

C.5 Dewatering

Secure permits from regulatory and governmental agencies governing dewatering. All dewatering shall be done according to Wisconsin DNR Technical Standard 1061. Contractor shall contact WDNR for permit if dewatering wells are required.

Geotechnical dewatering bags shall be according to Technical Standard 1061. Contractor shall submit design calculations for dewatering bags, if needed, for review by the engineer prior to any dewatering activities.

Determine groundwater conditions. Provide and maintain materials, equipment, and labor necessary to dewater excavations as required. Prevent runoff and dewatering system discharge from entering excavation. Dispose of water. The contractor shall provide wells, water, pumping equipment, generating equipment and/or power for the dewatering operation. The contractor shall correct damage caused to private wells due to dewatering and maintain water supply to private and public wells affected by dewatering.

Dewater to at least 12 inches below excavations. Maintain dewatering operation until backfilling and compaction are completed. Convey silty groundwater to an acceptable silt bag or sedimentation basin located in an upland area within the project limits. Convey clean groundwater to point of discharge through pipelines. Do not use open ditches and trenches. Do not use owner's utilities without written consent. Maximum sediment content: 10 milligrams per liter.

C.6 Gravity Sewer Installation

Provide and use proper equipment, tools and facilities for the safe and convenient prosecution of the work. Handle pipe, fittings, valves and other accessories with care at all times to avoid damage. Carefully examine all pipes and other materials immediately before placing in the trench. If any such pipes or materials are found to be defective, they shall be rejected and removed from the work site.

Use laser equipment mounted to permit beam to shine through pipe. The laser equipment shall have a minimum accuracy of plus or minus 0.01 foot per 100 feet on line. Use a target to check each pipe installed. Check laser beam line and grade at least every 100 feet. Use a fan to control air temperature in pipe and reduce bending of laser beam. Install pipe starting at the downstream end and proceed upstream. Install gravity sanitary sewer with no deviation in any individual pipe section greater than 0.02 feet, providing that such variance does not result in a level or reverse sloping invert.

Dewater excavation as required for construction and as approved in the Dewatering Plan submitted to the engineer. Install pipe according to manufacturer's recommendations. Do not use support blocking. Remove existing structures and dispose of materials. Existing frames and grates are property of the Caledonia Utility District. Notify the Caledonia Utility District for pick-up of frames and lids/grates. Construct pipe in upgrade direction with spigot pointing in direction of flow. Install true to line and grade. When pipe installation is not in progress, temporarily plug the forward end of the pipe to prevent foreign material from entering.

Thoroughly clean the pipe bells and rubber gaskets to ensure no dirt is present. Apply a pipe lubricant to the pipe ends and gaskets. Use only the lubricant supplied by the manufacturer. Push "home" the spigot end into the socket before proceeding to the next pipe. For connections to existing sewers not terminating with manholes, uncover ends of the existing sewers to enable horizontal and vertical adjustments. Install concrete collar at areas where existing pipe meets newly installed pipe, and where shown on the Drawings. Install joints away from manhole outside walls to permit pipe repairs without damaging the manhole. Do not place joints within manholes. Construct joints according to manufacturer's recommendations. Use full pipe lengths except at manholes or service branches.

Provide tracer wire for non-metallic sewer mains and service laterals within public right-of-way. Tracer wire to be extended to terminal points of all laterals and main piping. Terminal points are at the end of the new piping which includes connection points to existing. Access points shall be at manholes and access boxes. Access box locations are as shown on the drawings and/or as determined by the Caledonia Utility District. Access boxes are not to be located in paved areas unless shown otherwise. Ground all underground wire ends with 1 pound magnesium alloy anode ground. Tape wire along the tops of laterals at maximum 10 foot intervals. Securely wrap the wire around the lateral pipe at the upstream end of the lateral. Tape wire directly to mainline pipes at a minimum of three points per pipe length. Run wire between access points and underground terminal points. Access points to be a maximum 400 foot interval as measured longitudinally along the main. Extend wire up to the surface at access points. Surface access points are at manholes and access boxes. Place access boxes 6 inches from the right-of-way line directly over the end of the lateral. Make box tops flush with ground surface. Extend wire up to the surface at access points. Install tracer wire into manhole between the upper most adjusting ring and the manhole frame and casting by cutting a groove in the top of the concrete adjusting ring and laying the tracer wire in the groove before setting the frame and casting. A minimum of 10 feet of tracer wire should be coiled and left inside the

manhole. At access boxes install per manufacturer details or, if applicable, install per the detail shown on the drawings. Within the access box, for each wire, provide 24 inches of excess to be stowed within the box.

At underground terminals, extend tracer wire to terminal points of all laterals and main piping. Terminal points are at the ends of new piping, including connection points to existing. Loop at least a minimum of 2 feet of excess wire at each terminal point. Ground all underground wire ends with 1 pound magnesium alloy anode ground. Securely wrap the wire around the lateral pipe at the upstream end of the lateral.

At each splice, use direct bury rated, mechanical splice kit to make connection per the manufacturers requirements.

Clean new sewer lines and existing lines affected by construction. Furnish water and jetting equipment for cleaning. Repair leaks and defects, whether or not required tests have been completed. Remove any stuck cleaning, inspection or testing equipment from sewer lines.

C.7 BackFill

Provide pipe foundation material below the bedding as directed by the engineer. Notify engineer of poor soils below the pipe foundation and/or the pipe bedding. Village road openings are subject to regulations of Village of Caledonia Code of Ordinances Section 14-2-6, “Excavations in Public Rights-of-Way and Village Owned Property”. For open cut roads, backfill trenches within pavement with slurry backfill or as noted on the plans or described in permit documents. For state trunk highway (STH) and county trunk highway (CTH) roads, backfill trenches within pavement with slurry backfill per the plans and regulatory requirements.

Conform to Section 3.2.6 and File No. 4 (Class B bedding) of the Standard Specifications for Sewer & Water Construction in Wisconsin, with the following exceptions: Provide a minimum of 12 inches of clearance at the sides of the pipe. Provide a minimum of 6 inches of bedding material under pipe. Place bedding and cover in at least three lifts, with one lift of bedding ending at or near the pipe springline. Completely work bedding material under the haunch of the pipe. For FRPM place material in 6-inch lifts and compact with a minimum of two passes with a jumping jack plate tamper. Compact each lift to achieve 90% modified Proctor density. Little or no tamping of the initial cover directly over the top of the pipe should be done to avoid disturbing the embedded pipe. Provide side support.

Use excavated material to backfill trenches outside the pavement, unless otherwise specified. Place backfill in 10-inch thick loose lifts at a moisture content capable of achieving the desired compaction level. Backfill shall not be placed on a frozen surface nor shall snow, ice, or frozen material be incorporated into the earth fill matrix.

Use granular material to backfill trenches under and within 5 feet of existing driveways or as detailed in the plans.

Mechanically compact trench backfill. Amend Section 2.6.14 of the Standard Specifications for Sewer & Water Construction in Wisconsin as follows:

Consolidate excavated material by mechanical compaction using the controlled movement of a static drum roller. Hand compaction is required in areas inaccessible to heavy equipment. The hand-compacted fill shall be compacted by directed power tampers or large diesel plate compactors. Provide compaction equipment and other grading equipment required to attain the specified compaction.

Consolidate granular material by mechanical compaction using a backhoe boom-mounted compactor. Use a backhoe equal in reach to the backhoe used for excavating the trench; i.e., capable of reaching the bottom of the trench with no additional shelf excavation. Compact granular backfill in eighteen inch maximum lifts, before compaction, except that the first lift shall be 2 feet in depth. Either a vibratory compactor or a compaction wheel is acceptable if the densities specified below can be achieved.

Representative sample(s) of the prospective backfill material shall be collected from an independent testing agency and the maximum dry density/optimum moisture content of the fill material shall be calculated according to the modified Proctor methods (ASTM D1557).

Compact to the following densities: Excavated material – Minimum of 90% modified Proctor density (field compaction as a percentage of maximum dry density, based on a modified Proctor will be 93-95% for bearing soils (upper 4 feet) for excavated material) Granular backfill – Minimum of 95% modified Proctor density

Backfill trench to last pipe joint (not to exceed 10 feet) at the end of each work day.

Excess excavated materials and refuse to be dispose of off-site. Construct and maintain effective drainage around spoil piles during storage. Allow no water to be trapped, and keep the construction area neat and orderly. Prevent refuse such as broken pipe, broken pavement, etc., from the spoil material.

C.8 Surface Restoration

Remove surplus material (earth, rubbish, construction material, etc.) and restore areas affected by construction activities.

Restore roads, streets, driveways and highways by: Shape subgrade and grade for installation of required base course and pavement; Install temporary concrete pavement if asphalt pavement is required and unavailable due to the time of year; install base course to final pavement grade, compacted to 93 percent modified Proctor density and fine graded; maintain base course surface grade and control dust until paving is completed; if paving is by others, provide maintenance of the base course for 6 months from the date of substantial completion.

Restore the following surfaces to thicknesses identified on drawings or, if not identified, restore to the thickness of the existing surface. Restore Village of Caledonia roads to at least 6 inches of asphalt, if existing thickness is less than 6 inches. For roads with existing asphalt greater than 6 inches thick, provide the same thickness as existing pavement. Driveways will be matched in kind. Turf areas: Apply seed, erosion mat, fertilizer, and water. Establish ground cover, including additional watering of the seeded areas as needed. Conform to Village of Caledonia standards.

Restore spoil backfill areas according to standard spec 625, standard spec 628, standard spec 629, and standard spec 630.

Make restitution to the Owner of trees and shrubs damaged during construction.

C.9 Records

Measure and record stubbed sewer locations and elevations, service branch locations and elevations, lateral termination locations and elevations, and riser lengths, locations and elevations.

D Measurement

The department will measure PVC Sanitary Sewer by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.090.08	12” PVC Sanitary Sewer	LF
SPV.090.09	15” PVC Sanitary Sewer	LF

Payment is full compensation for furnishing and installing PVC Sanitary Sewer, and fittings; excavation and excavation support system; tracer wire; testing; bedding; backfill; compaction; and for restoration.

39. Concrete Encasement of Sanitary Sewer, Item SPV.0090.10.

A Description

This special provision describes the concrete encasement of sanitary sewer as detailed in the plans.

B Materials

Concrete materials per standard spec 501 and standard spec 504

Reinforcing steel per standard spec 505

Polyvinyl chloride (PVC) waterstops shall be of the serrated type and conform to Corps of Engineers Specifications CRD C572. For construction and contraction joints provide 6 inches wide by ⅜ inch thick. No bulb required. Provide waterstop from: Greenstreak, W.R. Meadows, Inc., or engineer's approved alternate.

C Construction

Concrete per standard spec 501 and standard spec 504

Reinforcing steel per standard spec 505

C.1 Submittals

Contractor to supply manufacturer's literature illustrating and describing each type and size of waterstop used.

Manufacturer's certification that supplied material conforms to requirements of applicable specification for each type and size used.

Sample of each type and size of waterstop used when requested by engineer.

C.2 Preparation

Keep waterstop material free of mud, oil, or other surface contamination that adversely affect bonding capacity.

C.3 Placement

Securely tie waterstops to reinforcement to prevent displacement while concrete is placed or consolidated. Tie to reinforcing bars a minimum of every 12 inches. Secure waterstops between last rib and end of waterstop.

C.4 Splicing

Use maximum practicable length in order that number of end joints will be held to a minimum.

When splicing is required, butt weld waterstops using thermostatically controlled electric heating tools.

D Measurement

The department will measure Concrete Encasement of Sanitary Sewer by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.090.10	Concrete Encasement of Sanitary Sewer	LF

Payment is full compensation for furnishing and placing concrete, reinforcing steel, and waterstop.

40. Final CCTV, Item SPV.0090.11.

A Description

Conform to the requirements of NASSCO Specifications Guidelines, Wastewater Collection Systems Maintenance and Rehabilitation, Television Inspection, Main Sewers.

B Materials

Root inhibitor according to Clean Sanitary Manhole, item SPV.0060.03.

C Construction

C.1 General

Contractor shall allow the Caledonia Utility District and engineer to be present in the contractor's televising truck to witness televising as it occurs. Contractor shall provide all information requested by the Caledonia Utility District or engineer during televising.

The contractor must complete all Work such that no homeowner is without sewer service, unless otherwise directed by the Caledonia Utility District.

Local noise ordinances and work hours apply to all cleaning and televising operations. No work will be allowed on weekends or holidays except at the discretion of the Caledonia Utility District.

C.2 Verification of Conditions

Prior to start of sewer cleaning locate and expose sewer access manholes. Notify affected residents of intent to perform sewer rehabilitation work and advise residents of any possible repercussions to their property or any limitations in sewer use. Coordinate traffic control with the prime contractor, if subcontractor. Maintain access to businesses and residences at all times during the work.

C.3 Sewer Cleaning

Cleaning shall be performed with hydraulically propelled high-velocity jet or mechanically powered equipment. Selection of equipment shall be based on field conditions such as access to manholes, quantity and type of debris, size of sewer, depth of flow and so forth. Equipment shall be selected by the contractor and approved by the engineer.

Clean sewer meeting NASSCO Specification Guidelines.

Sufficiently clean sewer segments to be rehabilitated to remove foreign materials including removal of roots, encrustations, solids, and other debris to facilitate lining of sewer.

Sufficiently clean sewer laterals by removing foreign material including removal of roots, encrustations, calcium deposits, solids and other debris to facilitate grouting of sewer laterals.

If potable water is required for cleaning, it shall be taken from the closest available hydrant. Hydrant locations are shown on the drawings.

Contractor is solely responsible for cleaning the sewer adequately prior to cured-in-place lining. Any re-cleaning required to line the host pipe shall be conducted by the contractor at no additional cost to the Caledonia Utility District.

C.4 Manhole Cleaning

Shall be according to Clean Sanitary Manhole, Item SPV.0060.03

C.5 Sewer Flow Control

Reduce sewer pipeline flow to acceptable levels for television inspections according to ASTM F2304-03 and with these specifications.

Sewer flow shall not exceed 20% of pipe diameter during televising operations.

If conveyance of wastewater is required for televising and cleaning operations, provide temporary conveyance plan.

C.6 Television Inspection

Inspect each sewer section using color closed-circuit television (CCTV) meeting NASSCO Specification Guidelines.

Contractor shall provide Caledonia Utility District with two copies of post-installation video and logs for acceptance. Acceptance CCTV shall be after all work in the sewer has been completed including sewer lining, mainline grouting, reestablishment of services, and lateral grouting.

D Measurement

The department will measure Final CCTV by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.11	Final CCTV	LF

Payment is full compensation for furnishing all equipment required for televising, flow control, and final CCTV videos and reports.

41. Transport and Install State Furnished Traffic Signal Cabinet (STH 32 & 6 Mile Road), Item SPV.0105.01; Transport and Install State Furnished Traffic Signal Cabinet (STH 31 & STH 32), Item SPV.0105.02.

A Description

This special provision describes the transporting and installing of department furnished materials for traffic signals as shown on the plans and hereinafter provided.

B Materials

Use materials furnished by the department including: the traffic signal controller and the traffic signal cabinet.

Pick up the department furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the department furnished materials five working days prior to picking the materials up.

C Construction

Request a signal inspection of the completed signal installation to the engineer at least five working days prior to the time of the requested inspection. The department's region Electrical personnel will perform the inspection.

Coordinate directly with the department's traffic signal cabinet vendor {TAPCO at (262) 814-7327 or rickk@tapconet.com / TCC at (651) 439-1737 or mallwood@trafficcontrolcorp} to schedule the cabinet acceptance testing. Coordinate with the department's Electrical Field Unit at (414) 266-1170 to participate in the acceptance testing. The department has final determination of the cabinet acceptance testing date and time.

D Measurement

The department will measure Transport and Install Traffic Signal Cabinet (location) as a single lump sum unit of work in place acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Transport and Install State Furnished Traffic Signal Cabinet (STH 32 & 6 Mile Road)	LS
SPV.0105.02	Transport and Install State Furnished Traffic Signal Cabinet (STH 31 & STH 32)	LS

Payment is full compensation for transporting and installing the traffic signal controller and the traffic signal cabinet; for furnishing and installing all other items necessary (such as, wire nuts, splice kits and/or connectors, tape, insulating varnish, ground lug fasteners, etc.) to make the proposed system complete from the source of supply to the most remote unit and for clean-up and waste disposal.

SER-658.5 (20170419)

42. EVP Detector Head Installation (STH 32 & 6 Mile Road), Item SPV.0105.05; EVP Detector Head Installation (STH 31 & STH 32), Item SPV.0105.06.

A Description

This special provision describes transporting and installing department furnished Emergency Vehicle Preemption (EVP) Detector Heads and mounting brackets at STH 32 & 6 Mile Road and STH 31 & STH 32 as shown on the plans and hereinafter provided.

B Materials

Pick up the department furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the department furnished materials five working days prior to picking the materials up.

C Construction

Install the EVP detector heads as shown on the plans. The department will determine the exact location to ensure that the installation does not create a sight obstruction. Mount the EVP detector heads and wire them per manufacturer instructions. For a cabinet that is not operating the signal, the contractor will terminate the ends and install the discriminators and card rack in the cabinet.

Notify the department's Electrical shop at (414) 266-1170 upon completion of the installation of the Emergency Vehicle Preemption (EVP) Detector Heads.

D Measurement

The department will measure EVP Detector Head Installation (location) as a single lump sum unit of work 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.0105.05	EVP Detector Head Installation (STH 32 & 6 Mile Road)	LS
SPV.0105.06	EVP Detector Head Installation (STH 32 & STH 32)	LS

Payment is full compensation for transporting and installing department furnished Emergency Vehicle Preemption (EVP) Detector Heads and mounting brackets.

SER-658.8 (20170419)

43. Temporary Diversion Channel for Structure C-51-81, Item SPV.0105.07; Temporary Diversion Channel for Structure C-51-82, Item SPV.0105.08.

A Description

This special provision describes constructing a temporary diversion channel for Unnamed Tributaries during the proposed replacement of Structure C-51-81 and C-51-82. Submit to the engineer a detailed plan with written steps indicating where and how the diversion channel will be constructed. Perform the work according to the plan details, the pertinent provisions of the standard specifications, and as hereinafter provided.

B Materials

The stone lining on the bottom of the channel shall consist of hard, durable particles that are washed and uniformly graded. The stone shall be placed 4" in depth and be No 2 aggregate.

The channel shall be lined with Geotextile Fabric Type DF Schedule A as indicated on the plan. The existing waterway that is being bypassed during construction is blocked by sandbags and polyethylene sheeting.

Native seeding and organic fill is to be used to fill areas where the diversion channel disturbs wetland areas.

C Construction

Submit the diversion plan as part of the erosion control implementation plan to the engineer for approval by the region no later than 14 days prior to the preconstruction conference. The diversion plan shall consist of a written narrative explaining the planned diversion method and erosion control devices to be installed, and shall include any drawings required to clarify the proposed method.

Excavate the diversion channel to the cross section shown on the plan. The minimum depth of the channel shall be 60-inches. Undercut all unsuitable soil encountered below the flow line of the channel as directed by the engineer. Any undercuts will be paid for as EBS. Add additional fill material to the existing ground elevation in areas where the diversion channel inverts are less than 60-inches below the existing ground to create a berm to maintain the minimum sidewall height of 60-inches. Keep any excavation from wetland areas on the project site as they are to be replaced in kind after the diversion channel need has terminated.

Line the channel with Geotextile Fabric Type DF Schedule A. The fabric must be staked as necessary by stakes 12 inches or more in length. Place stone in the bottom of the channel as shown in the plan.

Placement of sandbags and polyethylene sheeting at the inflow and outflow locations of the bypassed waterway are intended to help divert water to the diversion channel, and are to be constructed as shown on the plans. These temporary dams cannot be placed until diversion channel is constructed and accepted by the engineer.

Place temporary shoring conforming to standard spec 512 for Piling Steel Sheet Temporary.

If dewatering is required for construction of diversion channel or construction of the new structures, pump the water into a temporary settling basin lined with Geotextile Fabric Type FF as shown in the plans before allowing it to enter the stream or diversion channel. Pumping of active stream water is not permitted.

No in-stream construction will be allowed between the dates of February 28 and June 15.

Upon completion of Structures C-51-81 and C-51-82, remove all diversion devices from the waterway. Remove and dispose of the geotextile fabric above the stone bottom. Backfill the diversion channel with an engineer approved material. The material used and the construction methods shall conform to the appropriate specifications in standard spec 205 and 208. All disturbed wetland areas must be filled with native organic fill material, and seeded with No. 60 seed mix per standard specifications.

Any work that connects to the waterway, either in the existing location or along the diversion channel, must be approved by both the engineer and the Department of Natural Resources before the connection is made live.

D Measurement

The department will measure Temporary Diversion Channel for (structure), 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 item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.07	Temporary Diversion Channel for Structure C-51-81	LS
SPV.0105.08	Temporary Diversion Channel for Structure C-51-82	LS

Payment is full compensation for placing and excavating the diversion channel; for dewatering required to implement the diversion plan; for furnishing, installing, and staking the Geotextile Fabric Type DF Schedule A; for furnishing and installing No. 2 stone; for furnishing, installing, and maintaining the sand bags and polyethylene sheeting; for removing the diversion channel and the geotextile fabric; for backfilling the temporary channel.

The department will pay separately for erosion bales, geotextile fabric type FF, topsoil, fertilizer, seed and erosion mat.

44. Management of Solid Waste, Item SPV.0195.01.

A General

A.1 Description

This work will conform with the requirements of Section 205 of the Standard Specifications; to pertinent parts of the Wisconsin Administrative Code, Chapters NR 700-736 Environmental Investigation and Remediation of Environmental Contamination; Wisconsin Administration Code, Chapters NR 500-538, Solid Waste; and as shown on the plans and as supplemented herein.

Solid waste (soil containing chlorinated and semi-volatile organic compounds) is present within the construction limits. Impacted waste material excavated during construction which cannot in the opinion of the environmental consultant be managed as common excavation or as petroleum-contaminated soil will be managed as solid waste.

This work consists of excavating, segregating, temporary stockpiling, loading, hauling, and disposing of solid waste material at a WDNR-approved disposal facility. The nearest WDNR-approved disposal facilities are:

Republic Kestrel Hawk Landfill
1989 Oakes Rd.
Racine, WI 53406
(262) 884-7081

Advanced Disposal Emerald Park Landfill, LLC
W124 S10629 S. 124th St.
Muskego, WI 53150
(414)-529-1360

Waste Management Metro Landfill
10712 S. 124th St.
Franklin, WI 53132
(414) 529-6180

Provide information to the environmental consultant and engineer that indicates the WDNR-approved disposal facility that the contractor will use.

A.2 Notice to the Contractor–Solid Waste Location

The department and others completed hazardous materials assessment for locations within this project where excavation is required. Investigation for soil and groundwater contamination was conducted at select locations. Results indicate that solid waste is present at the following locations as shown on the plans:

- Station 170+25 to 171+25, from reference line to 100 feet left of reference line, from approximately 1 to 16 feet bgs. Soil at this location contains chlorinated and semi-volatile organic compounds. Approximately 615 cubic yards (approximately 1,050 tons at an estimated 1.7 tons per cubic yard) of solid waste soil will be excavated from this area for installation of a traffic signal monotube and grading.

Directly load solid waste soils excavated by the project at the above location into trucks that will transport the material to a WDNR-licensed landfill facility for landfill disposal.

If obviously contaminated soils or other signs of NR 500 non-exempt solid waste and hazardous materials are unexpectedly encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. Examples of these unexpected conditions may include, but are not limited to, buried

containers or tanks, noxious odors and fumes, stained soils, sheen on ground water, other industrial wastes, and significant volumes of municipal or domestic garbage.

No active groundwater monitoring wells were observed within the construction limits. If active groundwater monitoring wells are encountered during construction, notify engineer and protect them to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. For monitoring wells that do need to be maintained, adjust the wells that do not conflict with structures or curb and gutter to be flush with the final grade. For wells that conflict with the previously mentioned items or if monitoring wells are not required to be maintained, they will be abandoned by others.

If dewatering is required at the above locations, conduct the dewatering according to Section C below.

A.3 Excavation Management Plan Approval

The excavation management plan for this project has been designed to minimize the off-site disposal of contaminated waste. 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 in these areas contact:

Name:	Andrew Malsom
Address:	141 NW Barstow Street, Waukesha, WI 53187-0798
Phone:	(262) 548-6705
Fax:	(262) 548-6891
E-mail:	andrew.malsom@dot.state.wi.us

A.4 Coordination

Coordinate work under this contract with the environment consultant:

Consultant:	TRC Environmental Corporation
Address:	150 N. Patrick Blvd. Ste. 180, Brookfield, WI 53045
Contact:	Bryan Bergmann, P.G.
Phone:	(262) 901-2126
Fax:	(262) 879-1220
E-mail:	bbergmann@trcsolutions.com

The role of the environmental consultant will be limited to:

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

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the area of solid waste fill described in A.2 to the environmental consultant. Identify the WDNR licensed landfill facility that will be used for disposal of solid waste, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation in the impacted area or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals from the landfill facility for disposal of the solid waste.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation in the impacted area. Notify the environmental consultant at least three calendar days prior to commencement of excavation in the impacted area. Perform excavation in the impacted area on a

continuous basis until excavation work is completed. Do not transport soil containing solid waste offsite without prior approval from the environmental consultant.

A.5 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

During excavation activities, expect to encounter soil contaminated with chlorinated and semi-volatile organic compounds. 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 impacted area as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

Control operations in the impacted area to minimize the quantity of soil excavated.

The environmental consultant will periodically monitor soil excavated from the area identified in A.2 above. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

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

Verify that the vehicles used to transport material are licensed for such activity according to applicable state and federal regulations. Obtain the necessary disposal facility approvals and WDNR approvals for disposal. Do not transport regulated solid waste off-site without obtaining the approval of the environmental consultant and engineer and notifying the disposal facility.

During excavations in the area of known contamination, larger chunks of clean concrete (~2 cubic feet), asphalt and bricks will be segregated from the fill, to the extent practical and managed as common excavation. Under NR 500.08 this material is exempt from licensing and requirements of Wisconsin Administrative Code NR 500-538 of the solid waste regulations, and will be reused as designated by the engineer as fill on the project, or it will be disposed of off-site at the contractor's disposal site(s).

If dewatering is required in areas of known soil contamination, water generated from dewatering activities may contain chlorinated and semi-volatile organic compounds. Such water may, with approval of the Village of Caledonia, be discharged to the sanitary sewer as follows:

1. Meet all applicable requirements of the Village of Caledonia including the control of suspended solids. Perform all necessary monitoring to document compliance with Village of Caledonia requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with the Village of Caledonia requirements.
2. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities.

Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

Costs associated with excavation dewatering in contaminated areas are considered incidental to this pay item. The Wisconsin Department of Transportation will be the generator of regulated solid waste from this construction project.

D Measurement

The department will measure Management of Solid Waste by the ton of waste accepted by the disposal facility and as documented by weight tickets, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.01	Management of Solid Waste	TON

Payment is full compensation for excavating, segregating, loading, hauling, and landfill disposal of solid waste; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of soil samples for field evaluation; dewatering of soils prior to transport, if necessary; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

45. 48” Sanitary Sewer Manhole, Item SPV.0200.01; 72” Sanitary Sewer Manhole, Item SPV.0200.02.

A Description

This special provision describes the Sanitary Sewer Manhole bid item as detailed in the plans. Conform to the requirements of standard spec 611 and as hereinafter provided.

B Materials

B.1 Barrels

Meet ASTM C478. Conform to Standard Specification File No. 12, 12A, 13, and 15, and Chapter 3.5.0 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

B.2 Bases

Benches poured in place according to Standard Specifications Section 3.5.5(b). Precast base units may be used. Precast units with preformed benches may be used. Form the bench to the springline elevation of the pipe.

B.3 Pipe connections

Pipe connections to manholes shall have flexible watertight to manhole seal according to Section 3.5.7(c) of the Standard Specifications for Sewer and Water Construction in Wisconsin. Resilient flexible connectors shall meet ASTM C923. The seal between the flexible connector and the manhole shall be by casting the connector integrally with the manhole wall. The seal between the connector and the pipe shall be by compression of the resilient material against the outside of the pipe. Provide Z-Lok, Kor-n-Seal, or approved equal.

Pipe connections to existing manholes shall be cored and according to the above.

Existing pipe connections to be abandoned; pipe shall be removed, dowel in rebar and patch pipe penetration with concrete to accommodate new pipes.

B.4 Eccentric Cone Sections

Top dimensions of 26 inches inside diameter by 38 inches outside diameter. Cone top outside diameter at least as large as the base flange of the casting. Meet ASTM C478.

Cone sections shall be 4’ tall.

B.5 Joint Wrap and Joint Sealant

Use rubber O-ring gaskets, or a continuous ring of butyl rubber sealant (EZ-Stik or Kent-Seal in rope form). The butyl sealant shall be a double row of one inch diameter or as recommended by the manhole manufacturer.

External rubber sleeve capable of sealing external manhole joints.

Sleeve shall be 30 mils thick, minimum, and be reinforced with non-hardening butyl adhesive.

Shall for a continuous rubber seal that applies inward pressure on the manhole joint.

Exterior joint wrap shall be one of the following: Infi-Shield Gator Wrap by Sealing Systems Inc.; Mac Wrap by Mar Mac Construction Products; or approved equal.

B.6 Steps

Steel reinforced copolymer polypropylene meeting Section 8.40.1(a) and File No 15 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

B.7 Coating for Sanitary Manhole Exteriors

Two coats of factory applied coal-tar epoxy. Conform to Chapters 8.7.0 and 8.49.0 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

B.8 Sanitary Castings

According to bid item Install Manhole Frame and Lid, Item SPV.0060.04.

B.9 Tracer Wire

Shall be according to bid item Connect to Existing Water Main, Item SPV.0060.01.

B.10 Manhole Vacuum Test Equipment

Testing apparatus with vacuum pump, base, seal hoses, gauges, and pipe plugs.

Non-shrink grout: ASTM C1107, premixed, non-metallic compound.

B.11 Bedding material

Bedding material according to bid item 12” PVC Sanitary Sewer, Item SPV.0090.08.

C Construction

Depths shown are approximate. Establish flow lines and casting elevations from grade stakes and cut sheets. Place bases on at least 6 inches of bedding material. Fill excavated voids.

Seal lift holes with rubber plugs provided by manhole supplier, non-shrink grout or other approved method. Apply grout to fill the entire void. Trowel faces to provide smooth surfaces. Do not use cement mortar to plug lifting holes.

Fill interior barrel joints, and bottom half of interior annular spaces with mortar and finish smooth.

Use flexible, watertight gaskets for pipe connections to manhole barrels according to Section 3.5.7(c) of the Standard Specifications for Sewer and Water Construction in Wisconsin. Pipes shall not extend into manhole more than 2 inches measured at the springline.

Construct outside drop manholes according to File No. 19 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

Benches: Shape to lower half diameter of the largest connecting pipe. Slope bench upward to manhole wall. Provide a uniform flow line with minimum pipe slope. Form benches to the springline elevation of the pipes.

Drop pipes: Follow detail drawings, provide where shown. Size as follows: For sewer diameters 8 inch through 18 inch, 8 inch diameter. For sewer diameters 21 inch through 30 inch, 12 inch diameter.

Perform vacuum leakage testing on sanitary sewer manholes after installation, according to Section 3.7.6 of the Standard Specifications for Sewer and Water Construction in Wisconsin. If the test fails, make necessary repairs. Retest until satisfactory test results are obtained. Repair leaks by placing non-shrink grout slurry on the exterior side of the leak whereby the vacuum in the manhole pulls the slurry into the leaking area; or repair using other acceptable methods and materials. Perform testing either before or after backfilling. If successful test results cannot be obtained after backfilling, re-excavate and repair, unless other methods proposed are approved by the engineer.

Perform testing on sanitary sewer manhole chimneys after installation, according to Section 3.7.5 of the Standard Specifications for Sewer and Water Construction in Wisconsin. If the test fails, make necessary repairs. Retest until satisfactory test results are obtained. Perform testing after backfilling has been completed.

Preform continuity testing on tracer wire according to 12” PVC Sanitary Sewer, Item SPV.0090.08.

D Measurement

The department will measure Sanitary Sewer Manhole by the vertical foot, acceptably completed, from the invert of the lowest sewer to the top of the frame and cover as set.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0200.01	48” Sanitary Sewer Manhole	VF
SPV.0200.02	72” Sanitary Sewer Manhole	VF

Payment is full compensation for furnishing and installing Sanitary sewer manhole of size and material stated; excavation and excavation support system; precast reinforced concrete components; precast reinforced concrete top slab and base slab; joint flexible gasket material; manhole barrel joint mechanical seals; resilient flexible connector between manhole structure and the sewer pipe; coal-tar epoxy coating; manhole steps; bedding material; backfill and compaction; and for manhole chimney inflow and vacuum testing.

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 __6__ *(number)* TrANS Graduate(s) be utilized on this contract.

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that __3__ *(number)* TrANS Apprentice(s) be utilized on this contract.

3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.

4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.

5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. *TRANS TRAINING*

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

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

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

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

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical under-representation 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. https://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: https://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:
   https://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 https://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 Expediters, 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 https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx

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 https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx

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:	Phone
Fax:	Fax
Email:	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

- Ø Prime contractor open houses inviting DBE firms to see the bid "war room" or providing technical assistance.
- Ø Participate in speed networking and mosaic exercises as arranged by DBE office.
- Ø Host information sessions not directly associated with a bid letting.
- Ø Participate in a formal mentor protégé or joint venture with a DBE firm.
- Ø Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Ø Facilitate a small group DBE 'training session' Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods.
- Ø Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- Ø 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

- Ø DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Ø Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Ø Review the status of contracts on the HCCI website reviewing the 'apparent low bidder' list, and bid tabs at a minimum.
- Ø 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.
- Ø Participate in DBE office assessment programs.
- Ø Participate on advisory and mega-project committees.
- Ø Sign up to receive the DBE Contracting Update.
- Ø Consider membership in relevant industry or contractor organizations.
- Ø 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:

107.17.1 General

Replace paragraph seven with the following effective with the December 2018 letting:

(7) Have a professional engineer registered in the state of Wisconsin sign and seal the shop drawings. At least 30 calendar days before starting falsework, form, or shoring construction; submit a PDF file of shop drawings to the railroad's chief engineering officer and to the engineer. The engineer and the railroad may review the shop drawings. If the engineer or the railroad finds the shop drawings unsatisfactory, the contractor shall make the required changes. A satisfactory shop drawing review does not relieve the contractor of responsibility and liability for the structural integrity and proper functioning of the falsework, forms, or shoring.

305.2.1 General

Replace paragraph two with the following effective with the December 2018 letting:

(2) Where the contract specifies or allows 1 1/4-inch base, do not place reclaimed asphalt, reprocessed material, or blended materials below virgin aggregate materials unless the contract specifies or the engineer allows in writing. The department will allow virgin aggregate above reclaimed asphalt, reprocessed material, or blended materials in shoulder areas adjacent to concrete pavement.

420.3.2.1 General

Replace paragraph one with the following effective with the December 2018 letting:

(1) Use self-propelled grinding machines with depth, grade, and slope controls designed for grinding and texturing concrete. Equip grinding machines with diamond blades and a vacuuming system capable of removing liquid and solid residue from the ground surface. Shroud the machine to prevent discharging loosened material into adjacent work areas or live traffic lanes. Provide the specified effective wheelbase, defined as the center of the front to center of the rear main support wheels.

420.3.2.2 Continuous Grinding

Replace paragraph one with the following effective with the December 2018 letting:

(1) Under the Continuous Diamond Grinding Concrete Pavement bid item, ensure that the grinding machine, including the grinding head, weighs 35,000 pounds or more, will grind a strip at least 4 feet wide, and has an effective wheel base of 25 feet or more. For pavements with a design speed less than 40 miles per hour and areas difficult to access, the contractor may use equipment with an effective wheel base of 12 feet or more.

450.3.2.8 Jointing

Replace paragraphs three through five with the following effective with the December 2018 letting:

(3) Construct notched wedge longitudinal joints for mainline paving if the pavement thickness conforms to the minimums specified in 460.3.2, unless the engineer directs or allows an alternate joint. Construct the wedge using a slope no steeper than 3:1. Extend the wedge 12 inches beyond the normal lane width, or as the engineer directs. Ensure that the wedge for all layers directly overlaps and slopes in the same direction.

(4) Locate the joint at the pavement centerline for 2-lane roadways, or at lane lines if the roadway has more than 2 lanes. Construct a vertical notch 1/2-inch to 3/4-inch high on the centerline or lane line at the top of each wedge. Place a 1/2-inch to 3/4-inch notch at the outside bottom edge of the wedge after compacting each layer. Align the finished longitudinal joint line of the upper layer with the centerline or lane line.

(5) Construct the wedge for each layer using an engineer-approved strike-off device that will provide a uniform slope and will not restrict the main screed. Shape and compact the wedge with a weighted

steel side roller wheel the same width as the wedge. Apply a tack coat to the wedge surface and both notches before placing the adjacent lane.

455.2.4.3 Emulsified Asphalts

Replace paragraph two with the following effective with the December 2018 letting:

(2) The bill of lading for emulsified asphalts shall indicate the asphalt content of the original emulsion and dilution rate of the additional water added to the original emulsion. If undiluted samples are not available, test the diluted material and modify AASHTO M140, M208, or M316 to reflect properties resulting from dilution of the asphalt.

460.2.8.3.1.4 Department Verification Testing Requirements

Replace paragraph three with the following effective with the December 2018 letting:

(3) The department will perform testing conforming to the following standards:

Bulk specific gravity (G_{mb}) of the compacted mixture according to AASHTO T166.

Maximum specific gravity (G_{mm}) according to AASHTO T209.

Air voids (V_a) by calculation according to AASHTO T269.

VMA by calculation according to AASHTO R35.

Asphalt content by ignition oven according to AASHTO T308 as modified in CMM 8-36.6.3.6, chemical extraction according to AASHTO T-164, or Asphalt Analyzer™ according to manufacturer recommendations.

460.2.8.3.1.6 Acceptable Verification Parameters

Replace paragraph one with the following effective with the December 2018 letting:

(1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:

- Va is within a range of 2.0 to 4.3 percent. For SMA, Va is within a range of 2.7 to 5.3 percent.
- VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.
- Asphalt content is within minus 0.3 percent of the JMF.

460.2.8.3.1.7 Dispute Resolution

Replace paragraph one with the following effective with the December 2018 letting:

(1) When QV test results do not meet the specified limits for 100 percent pay, the bureau's AASHTO accredited laboratory and certified personnel will referee test the retained portion of the QV sample and the retained portion of the required forward and backward QC retained samples according to CMM 8-36.

460.5.2.1 General

Replace paragraphs five and six with the following effective with the December 2018 letting:

(5) The department will reduce pay for nonconforming QMP HMA mixtures as specified in 460.2.8.2.1.7, starting from the stop point to the point when the running average of 4 is back inside the warning limits. The engineer will determine the quantity of material subject to pay reduction based on the testing data and an inspection of the completed pavement. The department will reduce pay as follows:

PAYMENT FOR MIXTURE[1] [2] [3]

ITEM	PRODUCED WITHIN WARNING BANDS	PRODUCED OUTSIDE JMF LIMITS
Gradation	90%	75%
Asphalt Content[4]	___	___
Air Voids	70%	50%
VMA	90%	75%

[1] For projects or plants where the total production of each mixture design requires less than 4 tests refer to CMM 8-36.

[2] Payment is in percent of the contract unit price for the HMA Pavement bid item. The department will reduce pay based on the nonconforming property with lowest percent pay. If the quantity of material subject to pay adjustment based on the running average of 4 is also subject to pay adjustment resulting from dispute resolution in accordance with 460.2.8.3.1.7, the department will apply the single pay adjustment resulting in the lowest percent pay.

[3] In addition to any pay adjustment listed in the table above, the department will adjust pay for nonconforming binder under the Nonconforming QMP Asphaltic Material administrative item. The department will deduct 25 percent of the contract unit price of the HMA Pavement bid item per ton of pavement placed with nonconforming PG binder the engineer allows to remain in place.

[4] The department will not adjust pay based on a running average of 4 asphalt content tests; however, corrective action will be applied to nonconforming material according to 460.2.8.2.1.7.

(6) If during a QV dispute resolution investigation the department discovers unacceptable mixture defined by one or more of the following:

- Va greater than 5.0 or less than 1.5.
- VMA more than 1.0 below the minimum allowed in table 460-1.
- AC more than 0.5 % below the JMF target.

Remove and replace the material, or if the engineer allows the mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

506.3.2 Shop Drawings

Replace paragraph four with the following effective with the December 2018 letting:

(4) Ensure that the fabricator submits a PDF file of shop drawings for railroad structures to the railroad company's chief engineering officer upon contract completion.

650.3.1 General

Replace the entire text with the following effective with the December 2018 letting:

(1) Department and contractor responsibilities for construction staking are specified in 105.6. Conform to 105.6 and the additional requirements specified here in 650.3 for the individual contractor-staking bid items the contract includes.

(2) Protect and preserve known property and survey marks and land monuments as specified in 107.11.3. The contract may require related work under the 621 bid items.

(3) Obtain or calculate benchmark data, grades, and alignment from plan information. The engineer will furnish data for the horizontal and vertical control points, control point ties, horizontal alignments, profiles, and elevations. Reestablish, set additional, and maintain the horizontal and vertical control points and control point ties, as needed for bid items.

(4) Check horizontal and vertical information including but not limited to alignments, locations, elevations, and dimensions, that either the plans show or the engineer provides, for compatibility with existing field conditions. Conduct similar compatibility checks and accuracy checks of horizontal and vertical positions either the department or the contractor establishes in the field.

(5) Perform survey work using conventional methods, or AMG methods capable of achieving the lines and grades the plans show for the work in question. Establish additional benchmarks and control points as necessary to support the method of operation.

650.3.1.1 Staking

(1) Furnish, set, reference, and maintain stakes and markings necessary to establish the alignment, location, benchmarks, elevations, and continuous profile-grades for road and structure work as needed for bid items. Supervise and coordinate construction staking.

(2) Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. Make the survey notes and computations available to the engineer within 24 hours, upon request, as the work progresses.

(3) Furnish surveying equipment, stakes, flags, pins, lath, whiskers, and other materials necessary to perform this work, subject to the engineer's approval.

650.3.1.2 Automated Machine Guidance

650.3.1.2.1 General

(1) The contractor may substitute AMG for conventional staking on all or part of the work under the individual staking bid items. Coordinate with the engineer throughout the course of construction to ensure that work performed using AMG conforms to the contract tolerances and that the methods employed conform to the contractor's AMG work plan and accepted industry standards. Revert to conventional staking methods for all or part of the work at any point during construction if AMG is producing unacceptable results.

650.3.1.2.2 AMG Work Plan

(1) Submit a comprehensive written AMG work plan for department review at least 5 business days before the preconstruction conference. In that plan discuss how AMG technology will be integrated into other technologies employed on the project. List the staking bid items that will have work performed using AMG and, for each bid item listed, include the following:

1. Designate which portions of the contract will be done using AMG and which portions will be done using conventional staking.
2. Designate a single staff person as the primary contact for AMG technology issues.
3. List and map the primary and secondary control points required under 105.6.2 enveloping the site.
4. Describe the contractor's quality control procedures. Include the frequency and type of checks performed to ensure that the work conforms to the contract plans.

(2) The engineer will review the plan to determine if it conforms to the contract. Do not perform AMG work until the engineer approves the governing portion of the AMG workplan. Perform the work as the contractor's AMG work plan provides. Update the plan as necessary.

650.3.1.2.3 Geometric and Surface Information

650.3.1.2.3.1 Department Responsibilities

(1) At any time after the contract is awarded the contractor may request the contractor data packet. The department will provide the packet within 5 business days of receiving the contractor's request.

650.3.1.2.3.2 Contractor Responsibilities

(1) Develop and maintain a contractor construction model for areas of the project employing AMG. Confirm that the resulting model agrees with the contract plans.

(2) If the engineer requests, provide the construction model to the department in LandXML or other engineer-approved format.

650.3.1.2.4 Managing and Updating Information

(1) Notify the department of any errors or discrepancies in department-provided information. The department will determine what revisions may be required. The department will revise the contract plans, if necessary, to address errors or discrepancies that the contractor identifies. The department will provide the best available information related to those contract plan revisions.

(2) Revise the construction model as required to support construction operations and to reflect any contract plan revisions the department makes. Perform checks to confirm that the revised construction model agrees with the contract plan revisions. If the engineer requests, provide construction model updates to the engineer. The department will pay for costs incurred to incorporate contract plan revisions as extra work.

650.3.1.2.5 Construction Checks

(1) Check the work against the plan elevation at randomly selected points on cross-sections located at stations evenly divisible by 100 at the frequency the engineer approved as a part of the AMG work plan. Submit the results of these random checks to the engineer daily. Notify the engineer immediately if a check exceeds the tolerances specified in 650.3.1.2.6 below.

(2) Check the work at additional points as the engineer directs. The department may conduct periodic independent checks.

650.3.1.2.6 Construction Tolerances

(1) Ensure that the finished work vertically matches existing or other completed features. Ensure that the work conforms to revised plan elevations as follows:

- Subgrade : +/- 0.10 feet.
- Base : within the tolerance specified in 301.3.4.1(2).

650.3.3 Subgrade

Retitle and replace the entire text with the following effective with the December 2018 letting:

650.3.3 Subgrade Staking

(1) Set construction stakes or marks at intervals of 100 feet, or more frequently, for rural sections and at intervals of 50 feet, or more frequently, for urban sections. Include additional stakes at each cross-section as necessary to match the plan cross-section, achieve the required accuracy, and to support construction operations. Also set and maintain stakes as necessary to establish the horizontal and vertical positions of intersecting road radii, auxiliary lanes, horizontal and vertical curves, and curve transitions. Locate stakes to within 0.25 feet horizontally and establish the grade elevation to within 0.03 feet vertically.

Errata

520.3.3 Laying Pipe

Correct errata by replacing "sections" with "joints" to clarify the intent that the last 3 joints need ties.

(5) Provide joint ties on the upstream and downstream ends of circular and horizontal elliptical concrete culvert and concrete cattle pass installations. Tie the next 3 pipe joints or, if using apron endwalls, the endwall joint and the last 2 pipe joints. Ties are not required on culverts with masonry endwalls unless the plans show otherwise.

608.3.3 Laying Pipe

Correct errata by replacing "sections" with "joints" to clarify the intent that the last 3 joints need ties.

(5) Provide joint ties on concrete storm sewer system infall and outfall pipes. Tie the last 3 pipe joints or, if using apron endwalls, the endwall joint and the next 2 pipe joints. Ties are not required on installations with masonry endwalls unless the plans show otherwise.

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:

https://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:

https://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:

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

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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 contacting 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:

County	%	County	%	County	%
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

<u>Goals for female participation for each trade</u>: 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.

https://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:

https://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc

Effective February 2016 letting

Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses.* "Use of United States-flag vessels:"

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees—"

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Effective with December 2017 Letting

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
https://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: WI180010 10/12/2018 WI10

Superseded General Decision Number: WI20170010

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 $10.35 for calendar year 2018 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 $10.35 per hour (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 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	05/18/2018
2	05/25/2018
3	06/15/2018
4	06/22/2018
5	07/20/2018
6	08/03/2018
7	08/31/2018
8	09/28/2018
9	10/12/2018

BRWI0001-002 06/01/2017

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	$ 32.03	22.40

BRWI0002-002 06/01/2017

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER	$ 38.07	20.67

BRWI0002-005 06/01/2017

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	$ 34.87	21.46

BRWI0003-002 06/01/2017

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER	$ 32.41	22.02

BRWI0004-002 06/01/2017

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER	$ 36.79	22.99

BRWI0006-002 06/01/2017

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER	$ 33.25	21.18

BRWI0007-002 06/01/2017

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER	$ 33.77	22.37

BRWI0008-002 06/01/2017

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER	$ 37.25	22.10

BRWI0011-002 06/01/2016

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER	$ 32.22	20.57

BRWI0019-002 06/01/2017

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

	Rates	Fringes
BRICKLAYER	$ 32.17	22.26

BRWI0034-002 06/01/2017

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER	$ 33.74	22.40

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, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER	$ 33.56	18.00
MILLWRIGHT	$ 35.08	18.35
PILEDRIVER	$ 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 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER	$ 36.15	20.43

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A	$ 31.03	22.69
Zone B	$ 31.03	22.69

ELEC0014-002 06/04/2018

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, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:	$ 34.21	20.46

ELEC0014-007 06/05/2018

REMAINING COUNTIES

	Rates	Fringes

Teledata System Installer
Installer/Technician.....$ 26.25 13.92

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 06/04/2018

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

	Rates	Fringes
Electricians:	$ 32.50	19.68

ELEC0159-003 06/01/2018

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:	$ 39.04	21.56

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 05/16/2018

DOUGLAS COUNTY

	Rates	Fringes
Electricians:	$ 36.85	26.17

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* ELEC0388-002 06/03/2018

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:.....$ 32.55 19.02

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* ELEC0430-002 06/01/2018

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	$ 38.78	21.49

ELEC0494-005 06/01/2018

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	$ 39.31	24.69

ELEC0494-006 06/01/2018

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

	Rates	Fringes
Electricians:.....	$ 33.40	22.08

ELEC0494-013 06/01/2018

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.....	$ 19.56	17.74
Technician.....	$ 28.99	19.15

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

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ELEC0577-003 06/01/2018

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:.....	$ 32.18	18.59

ELEC0890-003 06/01/2018

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

	Rates	Fringes
Electricians:	$ 34.15	19.63

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 06/04/2018

	Rates	Fringes
Power Equipment Operator		
Group 1	$ 40.72	22.10
Group 2	$ 40.22	22.10
Group 3	$ 39.72	22.10
Group 4	$ 39.46	22.10
Group 5	$ 39.17	22.10
Group 6	$ 33.27	22.10

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; bituminious 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 TREMPEALEAU 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 06/04/2018

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1	$ 27.88	21.76
Group 2	$ 28.03	21.76
Group 3	$ 28.23	21.76
Group 4	$ 28.38	21.76
Group 5	$ 28.53	21.76
Group 6	$ 24.37	21.76

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 Sawer 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 06/04/2018

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1	$ 27.13	21.76
Group 2	$ 27.23	21.76
Group 3	$ 27.28	21.76
Group 4	$ 27.48	21.76
Group 5	$ 27.33	21.76
Group 6	$ 24.22	21.76

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 Sawer 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 06/04/2018

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1	$ 26.94	21.76
Group 2	$ 27.09	21.76
Group 3	$ 27.29	21.76
Group 4	$ 27.26	21.76
Group 5	$ 27.59	21.76
Group 6	$ 24.08	21.76

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 Sawer 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 06/04/2018

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, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1	$ 31.80	17.20
Group 2	$ 31.90	17.20
Group 3	$ 31.95	17.20
Group 4	$ 32.15	17.20
Group 5	$ 32.00	17.20
Group 6	$ 28.43	17.20

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; Bitminous 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 Sawer 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 Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LABO0464-003 06/04/2018

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1	$ 32.08	17..20
Group 2	$ 32.18	17..20
Group 3	$ 32.23	17..20
Group 4	$ 32.43	17..20
Group 5	$ 32.28	17..20
Group 6	$ 28.43	17..20

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; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer 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, TREMPEALEAU, 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, TREMPEALEAU, 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 06/01/2018

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles	$ 28.12	21.20
3 or more Axles; Euclids Dumptor & Articulated, Truck Mechanic	$ 28.27	21.20
WELL DRILLER	$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

August 2018

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.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least $1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.

Proposal ID: 20181211014 Project(s): 2350-09-71

Federal ID(s): WISC 2019007

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	44.000 STA	_____.____	_____.____
0004	201.0205 Grubbing	44.000 STA	_____.____	_____.____
0006	203.0100 Removing Small Pipe Culverts	60.000 EACH	_____.____	_____.____
0008	203.0200 Removing Old Structure (station) 01. 131+67	LS	LUMP SUM	_____.____
0010	203.0200 Removing Old Structure (station) 01. 138+57	LS	LUMP SUM	_____.____
0012	204.0100 Removing Pavement	12,072.000 SY	_____.____	_____.____
0014	204.0110 Removing Asphaltic Surface	722.000 SY	_____.____	_____.____
0016	204.0115 Removing Asphaltic Surface Butt Joints	1,299.000 SY	_____.____	_____.____
0018	204.0120 Removing Asphaltic Surface Milling	35,370.000 SY	_____.____	_____.____
0020	204.0150 Removing Curb & Gutter	2,985.000 LF	_____.____	_____.____
0022	204.0165 Removing Guardrail	456.000 LF	_____.____	_____.____
0024	204.0195 Removing Concrete Bases	9.000 EACH	_____.____	_____.____
0026	204.0210 Removing Manholes	2.000 EACH	_____.____	_____.____
0028	204.0220 Removing Inlets	5.000 EACH	_____.____	_____.____
0030	204.0245 Removing Storm Sewer (size) 01. 12"	46.000 LF	_____.____	_____.____
0032	204.9105.S Removing (item description) 07. Remove Traffic Signals (STH 32 & 6 Mile Road)	LS	LUMP SUM	_____.____

Proposal ID: 20181211014 Project(s): 2350-09-71

Federal ID(s): WISC 2019007

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	204.9105.S Removing (item description) 08. Remove Loop Detector Wire & Lead-in Cable (STH 32 & 6 Mile Road)	LS	LUMP SUM	_____.____
0036	205.0100 Excavation Common	36,645.000 CY	_____.____	_____.____
0038	206.2000 Excavation for Structures Culverts (structure) 01. C-51-81	LS	LUMP SUM	_____.____
0040	206.2000 Excavation for Structures Culverts (structure) 02. C-51-82	LS	LUMP SUM	_____.____
0042	208.2110.S Fly Ash Subgrade Stabilization	38,406.000 SY	_____.____	_____.____
0044	210.2500 Backfill Structure Type B	940.000 TON	_____.____	_____.____
0046	211.0400 Prepare Foundation for Asphaltic Shoulders	81.000 STA	_____.____	_____.____
0048	213.0100 Finishing Roadway (project) 01. 2350-09-71	1.000 EACH	_____.____	_____.____
0050	305.0110 Base Aggregate Dense 3/4-Inch	2,622.000 TON	_____.____	_____.____
0052	305.0120 Base Aggregate Dense 1 1/4-Inch	32,042.000 TON	_____.____	_____.____
0054	311.0110 Breaker Run	2,250.000 TON	_____.____	_____.____
0056	390.0203 Base Patching Asphaltic	3,263.000 SY	_____.____	_____.____
0058	416.0260 Concrete Driveway HES 6-Inch	787.000 SY	_____.____	_____.____
0060	416.1010 Concrete Surface Drains	11.000 CY	_____.____	_____.____
0062	455.0605 Tack Coat	8,125.000 GAL	_____.____	_____.____

Proposal ID: 20181211014 Project(s): 2350-09-71

Federal ID(s): WISC 2019007

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0064	460.2000 Incentive Density HMA Pavement	12,538.000 DOL	1.00000	12,538.00
0066	460.5223 HMA Pavement 3 LT 58-28 S	12,872.000 TON	_____.____	_____.____
0068	460.5224 HMA Pavement 4 LT 58-28 S	6,651.000 TON	_____.____	_____.____
0070	465.0120 Asphaltic Surface Driveways and Field Entrances	374.000 TON	_____.____	_____.____
0072	465.0125 Asphaltic Surface Temporary	5.000 TON	_____.____	_____.____
0074	465.0315 Asphaltic Flumes	160.000 SY	_____.____	_____.____
0076	504.0100 Concrete Masonry Culverts	207.000 CY	_____.____	_____.____
0078	505.0400 Bar Steel Reinforcement HS Structures	28,120.000 LB	_____.____	_____.____
0080	505.0600 Bar Steel Reinforcement HS Coated Structures	3,330.000 LB	_____.____	_____.____
0082	516.0500 Rubberized Membrane Waterproofing	40.000 SY	_____.____	_____.____
0084	521.1717 Apron Endwalls for Pipe Arch Sloped Side Drains Steel 17x13-Inch 6 to 1	38.000 EACH	_____.____	_____.____
0086	521.1721 Apron Endwalls for Pipe Arch Sloped Side Drains Steel 21x15-Inch 6 to 1	16.000 EACH	_____.____	_____.____
0088	521.1742 Apron Endwalls for Pipe Arch Sloped Side Drains Steel 42x29-Inch 6 to 1	2.000 EACH	_____.____	_____.____
0090	521.1749 Apron Endwalls for Pipe Arch Sloped Side Drains Steel 49x33-Inch 6 to 1	2.000 EACH	_____.____	_____.____
0092	521.3717 Pipe Arch Corrugated Steel 17x13-Inch	776.000 LF	_____.____	_____.____

Proposal ID: 20181211014 Project(s): 2350-09-71

Federal ID(s): WISC 2019007

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0094	521.3721 Pipe Arch Corrugated Steel 21x15-Inch	358.000 LF	_____.____	_____.____
0096	521.3742 Pipe Arch Corrugated Steel 42x29-Inch	40.000 LF	_____.____	_____.____
0098	521.3749 Pipe Arch Corrugated Steel 49x33-Inch	44.000 LF	_____.____	_____.____
0100	522.0412 Culvert Pipe Reinforced Concrete Class IV 12-Inch	79.000 LF	_____.____	_____.____
0102	522.0418 Culvert Pipe Reinforced Concrete Class IV 18-Inch	50.000 LF	_____.____	_____.____
0104	522.0424 Culvert Pipe Reinforced Concrete Class IV 24-Inch	37.000 LF	_____.____	_____.____
0106	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	6.000 EACH	_____.____	_____.____
0108	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	2.000 EACH	_____.____	_____.____
0110	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	2.000 EACH	_____.____	_____.____
0112	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	3.000 EACH	_____.____	_____.____
0114	522.2314 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 14x23-Inch	62.000 LF	_____.____	_____.____
0116	522.2329 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 29x45-Inch	58.000 LF	_____.____	_____.____
0118	522.2614 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 14x23-Inch	2.000 EACH	_____.____	_____.____

Proposal ID: 20181211014 Project(s): 2350-09-71

Federal ID(s): WISC 2019007

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	522.2629 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 29x45-Inch	2.000 EACH	_____.____	_____.____
0122	601.0415 Concrete Curb & Gutter 6-Inch Sloped 30-Inch Type J	8,291.000 LF	_____.____	_____.____
0124	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	1,493.000 LF	_____.____	_____.____
0126	602.0410 Concrete Sidewalk 5-Inch	1,940.000 SF	_____.____	_____.____
0128	606.0100 Riprap Light	2.000 CY	_____.____	_____.____
0130	606.0300 Riprap Heavy	60.000 CY	_____.____	_____.____
0132	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	741.000 LF	_____.____	_____.____
0134	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	2,553.000 LF	_____.____	_____.____
0136	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	692.000 LF	_____.____	_____.____
0138	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	173.000 LF	_____.____	_____.____
0140	611.0420 Reconstructing Manholes	7.000 EACH	_____.____	_____.____
0142	611.0430 Reconstructing Inlets	2.000 EACH	_____.____	_____.____
0144	611.0530 Manhole Covers Type J	16.000 EACH	_____.____	_____.____
0146	611.0612 Inlet Covers Type C	2.000 EACH	_____.____	_____.____

Proposal ID: 20181211014 Project(s): 2350-09-71

Federal ID(s): WISC 2019007

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0148	611.0636 Inlet Covers Type HM-S	29.000 EACH	_____.____	_____.____
0150	611.1003 Catch Basins 3-FT Diameter	2.000 EACH	_____.____	_____.____
0152	611.1230 Catch Basins 2x3-FT	29.000 EACH	_____.____	_____.____
0154	611.2005 Manholes 5-FT Diameter	16.000 EACH	_____.____	_____.____
0156	611.8110 Adjusting Manhole Covers	44.000 EACH	_____.____	_____.____
0158	611.8120.S Cover Plates Temporary	43.000 EACH	_____.____	_____.____
0160	612.0206 Pipe Underdrain Unperforated 6-Inch	24.000 LF	_____.____	_____.____
0162	612.0406 Pipe Underdrain Wrapped 6-Inch	140.000 LF	_____.____	_____.____
0164	612.0600 Underdrain Trench	1,186.000 LF	_____.____	_____.____
0166	614.2300 MGS Guardrail 3	237.500 LF	_____.____	_____.____
0168	614.2610 MGS Guardrail Terminal EAT	4.000 EACH	_____.____	_____.____
0170	616.0205 Fence Chain Link 5-FT	139.000 LF	_____.____	_____.____
0172	618.0100 Maintenance And Repair of Haul Roads (project) 01. 2350-09-71	1.000 EACH	_____.____	_____.____
0174	619.1000 Mobilization	1.000 EACH	_____.____	_____.____
0176	620.0300 Concrete Median Sloped Nose	346.000 SF	_____.____	_____.____
0178	624.0100 Water	308.000 MGAL	_____.____	_____.____

Proposal ID: 20181211014 Project(s): 2350-09-71

Federal ID(s): WISC 2019007

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0180	625.0100 Topsoil	38,290.000 SY	_____.____	_____.____
0182	627.0200 Mulching	38,290.000 SY	_____.____	_____.____
0184	628.1504 Silt Fence	355.000 LF	_____.____	_____.____
0186	628.1520 Silt Fence Maintenance	355.000 LF	_____.____	_____.____
0188	628.1905 Mobilizations Erosion Control	16.000 EACH	_____.____	_____.____
0190	628.1910 Mobilizations Emergency Erosion Control	9.000 EACH	_____.____	_____.____
0192	628.2004 Erosion Mat Class I Type B	38,555.000 SY	_____.____	_____.____
0194	628.6510 Soil Stabilizer Type B	7.860 ACRE	_____.____	_____.____
0196	628.7005 Inlet Protection Type A	21.000 EACH	_____.____	_____.____
0198	628.7010 Inlet Protection Type B	4.000 EACH	_____.____	_____.____
0200	628.7015 Inlet Protection Type C	26.000 EACH	_____.____	_____.____
0202	628.7020 Inlet Protection Type D	23.000 EACH	_____.____	_____.____
0204	628.7504 Temporary Ditch Checks	609.000 LF	_____.____	_____.____
0206	628.7515.S Stone or Rock Ditch Checks	9.000 CY	_____.____	_____.____
0208	628.7555 Culvert Pipe Checks	138.000 EACH	_____.____	_____.____
0210	629.0210 Fertilizer Type B	24.060 CWT	_____.____	_____.____
0212	630.0130 Seeding Mixture No. 30	480.000 LB	_____.____	_____.____

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0214	630.0140 Seeding Mixture No. 40	204.000 LB	_____.____	_____.____
0216	630.0200 Seeding Temporary	1,039.000 LB	_____.____	_____.____
0218	631.1000 Sod Lawn	125.000 SY	_____.____	_____.____
0220	633.5200 Markers Culvert End	10.000 EACH	_____.____	_____.____
0222	634.0618 Posts Wood 4x6-Inch X 18-FT	182.000 EACH	_____.____	_____.____
0224	637.2210 Signs Type II Reflective H	1,128.868 SF	_____.____	_____.____
0226	637.2215 Signs Type II Reflective H Folding	52.220 SF	_____.____	_____.____
0228	637.2230 Signs Type II Reflective F	339.750 SF	_____.____	_____.____
0230	638.2102 Moving Signs Type II	8.000 EACH	_____.____	_____.____
0232	638.2602 Removing Signs Type II	47.000 EACH	_____.____	_____.____
0234	638.3000 Removing Small Sign Supports	57.000 EACH	_____.____	_____.____
0236	641.8100 Overhead Sign Support (structure) 01. S-51-610	LS	LUMP SUM	_____.____
0238	642.5001 Field Office Type B	1.000 EACH	_____.____	_____.____
0240	643.0300 Traffic Control Drums	1,363.000 DAY	_____.____	_____.____
0242	643.0420 Traffic Control Barricades Type III	5,223.000 DAY	_____.____	_____.____
0244	643.0705 Traffic Control Warning Lights Type A	10,466.000 DAY	_____.____	_____.____

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0246	643.0900 Traffic Control Signs	22,284.000 DAY	_____.____	_____.____
0248	643.0920 Traffic Control Covering Signs Type II	9.000 EACH	_____.____	_____.____
0250	643.1050 Traffic Control Signs PCMS	810.000 DAY	_____.____	_____.____
0252	643.5000 Traffic Control	1.000 EACH	_____.____	_____.____
0254	645.0105 Geotextile Type C	350.000 SY	_____.____	_____.____
0256	645.0111 Geotextile Type DF Schedule A	1,858.000 SY	_____.____	_____.____
0258	645.0120 Geotextile Type HR	150.000 SY	_____.____	_____.____
0260	645.0130 Geotextile Type R	59.000 SY	_____.____	_____.____
0262	645.0140 Geotextile Type SAS	28.000 SY	_____.____	_____.____
0264	646.1020 Marking Line Epoxy 4-Inch	33,060.000 LF	_____.____	_____.____
0266	646.1040 Marking Line Grooved Wet Ref Epoxy 4-Inch	30,454.000 LF	_____.____	_____.____
0268	646.3040 Marking Line Grooved Wet Ref Epoxy 8-Inch	4,528.000 LF	_____.____	_____.____
0270	646.5020 Marking Arrow Epoxy	64.000 EACH	_____.____	_____.____
0272	646.5120 Marking Word Epoxy	10.000 EACH	_____.____	_____.____
0274	646.5220 Marking Symbol Epoxy	8.000 EACH	_____.____	_____.____
0276	646.6120 Marking Stop Line Epoxy 18-Inch	601.000 LF	_____.____	_____.____

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0278	646.7120 Marking Diagonal Epoxy 12-Inch	2,222.000 LF	_____.____	_____.____
0280	646.8120 Marking Curb Epoxy	50.000 LF	_____.____	_____.____
0282	646.8220 Marking Island Nose Epoxy	5.000 EACH	_____.____	_____.____
0284	646.9000 Marking Removal Line 4-Inch	450.000 LF	_____.____	_____.____
0286	649.0120 Temporary Marking Line Epoxy 4-Inch	1,125.000 LF	_____.____	_____.____
0288	650.4000 Construction Staking Storm Sewer	54.000 EACH	_____.____	_____.____
0290	650.4500 Construction Staking Subgrade	6,209.000 LF	_____.____	_____.____
0292	650.5000 Construction Staking Base	6,209.000 LF	_____.____	_____.____
0294	650.5500 Construction Staking Curb Gutter and Curb & Gutter	7,934.000 LF	_____.____	_____.____
0296	650.6000 Construction Staking Pipe Culverts	26.000 EACH	_____.____	_____.____
0298	650.6500 Construction Staking Structure Layout (structure) 01. C-51-81	LS	LUMP SUM	_____.____
0300	650.6500 Construction Staking Structure Layout (structure) 02. C-51-82	LS	LUMP SUM	_____.____
0302	650.8000 Construction Staking Resurfacing Reference	8,496.000 LF	_____.____	_____.____
0304	650.8500 Construction Staking Electrical Installations (project) 01. STH 32 & 6 Mile Rd	LS	LUMP SUM	_____.____

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0306	650.8500 Construction Staking Electrical Installations (project) 02. STH 32 & STH31	LS	LUMP SUM	_____.____
0308	650.9910 Construction Staking Supplemental Control (project) 01. 2350-096-71	LS	LUMP SUM	_____.____
0310	650.9920 Construction Staking Slope Stakes	6,209.000 LF	_____.____	_____.____
0312	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	2,458.000 LF	_____.____	_____.____
0314	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	2,265.000 LF	_____.____	_____.____
0316	652.0800 Conduit Loop Detector	2,814.000 LF	_____.____	_____.____
0318	653.0135 Pull Boxes Steel 24x36-Inch	15.000 EACH	_____.____	_____.____
0320	653.0140 Pull Boxes Steel 24x42-Inch	17.000 EACH	_____.____	_____.____
0322	653.0905 Removing Pull Boxes	14.000 EACH	_____.____	_____.____
0324	654.0101 Concrete Bases Type 1	9.000 EACH	_____.____	_____.____
0326	654.0102 Concrete Bases Type 2	1.000 EACH	_____.____	_____.____
0328	654.0105 Concrete Bases Type 5	1.000 EACH	_____.____	_____.____
0330	654.0110 Concrete Bases Type 10	2.000 EACH	_____.____	_____.____
0332	654.0113 Concrete Bases Type 13	4.000 EACH	_____.____	_____.____
0334	654.0217 Concrete Control Cabinet Bases Type 9 Special	2.000 EACH	_____.____	_____.____

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0336	655.0230 Cable Traffic Signal 5-14 AWG	715.000 LF	_____.____	_____.____
0338	655.0240 Cable Traffic Signal 7-14 AWG	1,337.000 LF	_____.____	_____.____
0340	655.0260 Cable Traffic Signal 12-14 AWG	2,567.000 LF	_____.____	_____.____
0342	655.0320 Cable Type UF 2-10 AWG Grounded	1,305.000 LF	_____.____	_____.____
0344	655.0510 Electrical Wire Traffic Signals 12 AWG	844.000 LF	_____.____	_____.____
0346	655.0515 Electrical Wire Traffic Signals 10 AWG	2,904.000 LF	_____.____	_____.____
0348	655.0610 Electrical Wire Lighting 12 AWG	1,098.000 LF	_____.____	_____.____
0350	655.0700 Loop Detector Lead In Cable	10,395.000 LF	_____.____	_____.____
0352	655.0800 Loop Detector Wire	9,798.000 LF	_____.____	_____.____
0354	655.0900 Traffic Signal EVP Detector Cable	1,804.000 LF	_____.____	_____.____
0356	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. (S51-0235)	LS	LUMP SUM	_____.____
0358	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. (S51-1416)	LS	LUMP SUM	_____.____
0360	657.0100 Pedestal Bases	9.000 EACH	_____.____	_____.____
0362	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	2.000 EACH	_____.____	_____.____
0364	657.0310 Poles Type 3	1.000 EACH	_____.____	_____.____
0366	657.0322 Poles Type 5-Aluminum	1.000 EACH	_____.____	_____.____

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0368	657.0350 Poles Type 10	2.000 EACH	_____.____	_____.____
0370	657.0360 Poles Type 13	4.000 EACH	_____.____	_____.____
0372	657.0420 Traffic Signal Standards Aluminum 13-FT	4.000 EACH	_____.____	_____.____
0374	657.0425 Traffic Signal Standards Aluminum 15-FT	5.000 EACH	_____.____	_____.____
0376	657.0530 Monotube Arms 30-FT	2.000 EACH	_____.____	_____.____
0378	657.0540 Monotube Arms 40-FT	1.000 EACH	_____.____	_____.____
0380	657.0545 Monotube Arms 45-FT	1.000 EACH	_____.____	_____.____
0382	657.0555 Monotube Arms 55-FT	2.000 EACH	_____.____	_____.____
0384	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	1.000 EACH	_____.____	_____.____
0386	657.0610 Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT	1.000 EACH	_____.____	_____.____
0388	657.0815 Luminaire Arms Steel 15-FT	6.000 EACH	_____.____	_____.____
0390	658.0173 Traffic Signal Face 3S 12-Inch	21.000 EACH	_____.____	_____.____
0392	658.0174 Traffic Signal Face 4S 12-Inch	10.000 EACH	_____.____	_____.____
0394	658.5069 Signal Mounting Hardware (location) 01. STH 32 & 6 Mile Road	LS	LUMP SUM	_____.____
0396	658.5069 Signal Mounting Hardware (location) 02. STH 31 & STH 32	LS	LUMP SUM	_____.____
0398	659.1125 Luminaires Utility LED C	8.000 EACH	_____.____	_____.____

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0400	661.0200 Temporary Traffic Signals for Intersections (location) 09. STH 31 & 6 Mile Road	LS	LUMP SUM	_____.____
0402	670.0100 Field System Integrator	LS	LUMP SUM	_____.____
0404	670.0200 ITS Documentation	LS	LUMP SUM	_____.____
0406	671.0122 Conduit HDPE 2-Duct 2-Inch	730.000 LF	_____.____	_____.____
0408	673.0105 Communication Vault Type 1	2.000 EACH	_____.____	_____.____
0410	678.0036 Install Fiber Optic Cable Outdoor Plant 36-CT	730.000 LF	_____.____	_____.____
0412	678.0200 Fiber Optic Splice Enclosure	2.000 EACH	_____.____	_____.____
0414	678.0500 Communication System Testing	LS	LUMP SUM	_____.____
0416	678.0600 Install Ethernet Switches	2.000 EACH	_____.____	_____.____
0418	678.0700 Install Wireless Antennas	1.000 EACH	_____.____	_____.____
0420	678.0800 Install Cellular Modems	1.000 EACH	_____.____	_____.____
0422	690.0150 Sawing Asphalt	3,241.000 LF	_____.____	_____.____
0424	690.0250 Sawing Concrete	4,802.000 LF	_____.____	_____.____
0426	715.0502 Incentive Strength Concrete Structures	1,242.000 DOL	1.00000	1,242.00
0428	ASP.1T0A On-the-Job Training Apprentice at $5.00/HR	2,000.000 HRS	5.00000	10,000.00

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0430	ASP.1T0G On-the-Job Training Graduate at $5.00/HR	3,600.000 HRS	5.00000	18,000.00
0432	SPV.0060 Special 01. Connect to Existing Water Main	4.000 EACH	_____.____	_____.____
0434	SPV.0060 Special 02. Reconnect Sanitary Sewer Service	1.000 EACH	_____.____	_____.____
0436	SPV.0060 Special 03. Clean Sanitary Manhole	2.000 EACH	_____.____	_____.____
0438	SPV.0060 Special 04. Install Manhole Frame and Lid	3.000 EACH	_____.____	_____.____
0440	SPV.0060 Special 05. External Chimney Seal	3.000 EACH	_____.____	_____.____
0442	SPV.0060 Special 06. Grout Sanitary Manhole	2.000 EACH	_____.____	_____.____
0444	SPV.0060 Special 07. Connect to Existing Sanitary Sewer	5.000 EACH	_____.____	_____.____
0446	SPV.0090 Special 01. Heavy Duty Silt Fence	125.000 LF	_____.____	_____.____
0448	SPV.0090 Special 02. Fiber Optic Warning Tape	826.000 LF	_____.____	_____.____
0450	SPV.0090 Special 03. Ditching & Shaping	800.000 LF	_____.____	_____.____
0452	SPV.0090 Special 04. Insulate Existing Water Main (Spoil Backfill)	38.000 LF	_____.____	_____.____
0454	SPV.0090 Special 05. 12-Inch PVC Water Main (Granular Backfill)	15.000 LF	_____.____	_____.____
0456	SPV.0090 Special 06. 12-Inch PVC Water Main (Spoil Backfill)	132.000 LF	_____.____	_____.____

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0458	SPV.0090 Special 07. Insulate Existing Water Main (Granular Backfill)	14.000 LF	_____._____	_____._____
0460	SPV.0090 Special 08. 12" PVC Sanitary Sewer	154.000 LF	_____._____	_____._____
0462	SPV.0090 Special 09. 15" PVC Sanitary Sewer	90.000 LF	_____._____	_____._____
0464	SPV.0090 Special 10. Concrete Encasement of Sanitary Sewer	65.000 LF	_____._____	_____._____
0466	SPV.0090 Special 11. Final CCTV	244.000 LF	_____._____	_____._____
0468	SPV.0105 Special 01. Transport & Install State Furnished Traffic Signal Cabinet (STH 32 & 6 Mile	LS	LUMP SUM	_____._____
0470	SPV.0105 Special 02. Transport & Install State Furnished Traffic Signal Cabinet (STH 31 & STH 32)	LS	LUMP SUM	_____._____
0472	SPV.0105 Special 05. EVP Detector Head Installation (STH 32 & 6 Mile Rd)	LS	LUMP SUM	_____._____
0474	SPV.0105 Special 06. EVP Detector Head Installation (STH 31 & STH 32)	LS	LUMP SUM	_____._____
0476	SPV.0105 Special 07. Temporary Diversion Channel For Structure C-51-81	LS	LUMP SUM	_____._____
0478	SPV.0105 Special 08. Temporary Diversion Channel For Structure C-51-82	LS	LUMP SUM	_____._____
0480	SPV.0195 Special 01. Management of Solid Waste	1,050.000 TON	_____._____	_____._____
0482	SPV.0200 Special 01. 48" Sanitary Sewer Manhole	25.000 VF	_____._____	_____._____
0484	SPV.0200 Special 02. 72" Sanitary Sewer Manhole	11.000 VF	_____._____	_____._____

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Total Bid: _____.____

PLEASE ATTACH SCHEDULE OF ITEMS HERE