

HIGHWAY WORK PROPOSAL

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

Proposal Number: **027**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Marathon	6999-18-73	WISC 2019232	C Wausau, South 1st Avenue; Thomas Street To Stewart Avenue	LOC STR

ADDENDUM REQUIRED ATTACHED AT BACK

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

Proposal Guaranty Required: \$75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: April 9, 2019 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time 90 Working Days	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 6%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

(Bidder Signature)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work: Excavation, Base, Concrete Pavement, Curb and Gutter, Sidewalk, Beam Guard, Pavement Marking, Signs, Street Lighting, Water and Sanitary Sewer, Storm Sewer	For Department Use Only
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

- (3) The department will provide bidding information through the department's web site at:
<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 department's 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

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project Station 6999-18-73, C Wausau, South 1st Avenue, Thomas Street to Stewart Avenue, Local Street, Marathon 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 grading, base aggregate, concrete pavement, sheet piling, retaining wall (R-37-56), storm sewer, sanitary sewer, water main, lighting, and permanent signing and pavement marking 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.

Northern Long-eared Bat (*Myotis septentrionalis*)

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

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

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

Submit a schedule and description of Clearing operations with the ECIP 14 days prior to any Clearing operations. The department will determine, based on schedule and scope of work, what additional

erosion control measures shall be implemented prior to the start of Clearing operations, and list those additional measures in the ECIP.

4. Traffic.

Detour Route

South 1st Avenue traffic will be closed to through traffic. A detour route along W Thomas Street, South 17th Avenue, and Stewart Avenue will be signed during construction operations. This City of Wausau will be responsible for signing and maintaining the detour route.

Access

South 1st Avenue

Maintain access to businesses and residences on South 1st Avenue within the project limits at all times except as noted below. Maintain access to property via a permanent or temporary driveway on existing pavement, base aggregate dense, or new pavement. Concrete curb and gutter and concrete driveway construction shall be staged to maintain driveway access. Keep business entrances open by partial driveway construction or by closing only one access at a time for properties having multiple driveways.

If construction operations require a temporary closure of business or residential entrances, notify the property owners a minimum of one week in advance. Do not close residential or business for any duration longer than what is required for construction and curing purposes; seven days maximum.

3M Facility

Rosecrans Street and Sherman Street shall not be allowed to be closed at the same time. Only one can be closed at a time. Notify 3M a minimum of 1 week in advance of any closure at Rosecrans Street or Sherman Street. Contact is J. Todd Bullard, Plant Manager, (715) 845-0287.

Riverside Park

Sherman Street access to Riverside Park shall adhere to the following:

- Open to traffic on all weekends (Friday, Saturday, and Sunday) throughout the construction.
- May be closed to traffic Monday through Thursday in the months of April, May, June, September, and October for construction activities directly related to the intersection of South 1st Avenue and Sherman Street. Otherwise Sherman Street shall remain open.
- Open to traffic Monday through Thursday at 5:00 PM in the months of July and August.
- Open to traffic for all holidays (Memorial Day, Independence Day, and Labor Day).
- Open to traffic all day on the third Wednesday of September.
- Additional closures may be allowed only if there are no planned events, coordination with the Parks Department is done a minimum of two weeks in advance of any proposed closures, and approved by the engineer. Contact William Duncanson, Director of Parks, Recreation, and Forestry, at (715) 261-1550.

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying South 1st Avenue 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 Monday, July 8, 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 does not come under the provision of Administrative Rule Trans 220.
stp-107-066 (20080501)

Wausau Water Works – Water main

The following work shall be performed by the contractor as part of this contract:

The existing water main system and corresponding laterals will be replaced with the project.

Wausau Water Works – Sanitary Sewer

The following work shall be performed by the contractor as part of this contract:

The existing sanitary sewer system and corresponding laterals will be replaced with the project.

Frontier – Communication

The following work will be performed by the utility prior to construction:

Station 56+25 to Station 59+50 RT Frontier will be removing poles, pedestals, associated boxes, and aerial cable. The power plant will be fed out of the manhole at Station 60+10 going south to Station 56+25 maintaining a 27'-0" to 30'-0" offset from reference line with a buried 1 ¼ and 2-inch duct buried at a depth 5'-0" and risers up to the WPS relocated pole at Station 56+37. The associated box at Station 58+50 will be relocated to the north right-of-way of Stewart Place near BP: 160+00.00 this 4" duct will feed out of the manhole at Station 60+12 maintaining a buried depth of 5'-0".

Station 32+90 to Station 38+25, poles located in the east right-of-way will be relocated to terrace. Pole at Station 32+90 east will be relocated to east behind sidewalk. Pole at Station 32+90 west will remain.

Pedestal at Station 27+50 will be adjusted within the terrace prior to construction.

The following work shall be performed by the contractor as part of this contract:

Station 60+12, LT and Station 60+28, LT manholes in conflict. Manholes adjustments included with reconstruction effort.

Nsight – Communication

The following work will be performed by the utility prior to construction:

No conflicts anticipated on buried fiber from Station 49+23, 40 RT to Station 56+31, 42 RT.
Any WPS poles that Nsight is attached to, that are replaced by WPS, Nsight will transfer its facilities to the new pole.

WPS – Electric

The following work will be performed by the utility prior to construction:

Thomas St. to Sherman St.

Station 21+85, 26 LT- Set new pole. Remove pole at Station 21+85, 23 LT.

Remove Street lighting pole at Station 23+12, 15LT.

Station 26+69, 41RT- Set new pole. Remove pole at Station 26+69, 29 RT.

Remove Street lighting pole at Station 29+75, 15LT.

Station 33+38, 32 LT- Set new pole. Remove pole at 33+38, 24 LT.

Remove Street lighting pole at Station 36+00, 16 LT.

Remove Street lighting pole at Station 39+78, 31 RT.

Remove Street lighting pole at Station 42+72, 26 RT.

Porter St. to Garfield Ave.

Station 46+36, 70 LT - Set new pole. From this pole, install underground 3 phase electric in the north right-of-way of Porter Street and west right-of-way of S.1st Ave., to Station 48+43, crossing S.1st Ave. to east to new pole at Station 48+50, 41 RT. From the new pole at Station 48+50, 41 RT, install new overhead 3 phase at the right offset, terminating at the existing steel transmission structure at Station 52+65, 26 RT. The new overhead will attach to new poles at Station 49+25, 51 RT, Station 49+57, 55 RT, and Station 50+85, 43 RT. At the new pole Station 50+85, 43 RT, the underground 3 phase from the WPS Wausau Hydro Substation will be excavated and transferred from a pole at Station 50+92, 24 RT.

Overhead conductors to be removed along the north right-of-way of Porter St. east from the new pole Station 46+36, 70 LT to S. 1st Ave., then north on S. 1st Ave. to the WPS steel transmission pole at Station 52+65, 26 RT.

Poles will be removed as follows: Station 45+95, 29 RT-(Guy Stub); 46+57, 13 LT; 47+07, 25 RT; 48+08, 25 RT; 49+05, 25 RT; 49+25, 25 RT; 49+28, 48 RT; 50+26, 23 RT; 50+92, 24 RT; 51+37, 24 RT. Also guard poles will be removed at Station 50+85, 23 RT and Station 51+43, 23 RT.

Garfield Ave. to Stewart Ave.

Station 56+37, 29 RT- Set new pole and transfer existing overhead conductors. Remove poles at Station 56+25, 24 RT and Station 56+44, 25 RT.

Station 53+50, 30 RT – Place mid-span pole.

Station 58+44, 44 RT – Place new pole with new anchors 12" and 48" east of proposed sidewalk.

Station 58+47, 39 RT – Remove pole and associated anchors.

Station 60+15, 48 LT – Place new pole. Install service conductors 20 feet to Station 60+15, 33 LT where they will be spliced to existing service conductors crossing Stewart Place.

Station 60+15, 33 LT – Remove pole Spring 2019, prior to construction.

Remove Street lighting pole at Station 60+15, 33 LT.

WPS - Gas

The following work will be performed by the utility during construction:

4" PE running length of project generally along the west terrace with lateral connections to residential properties. Conflicts exist between the existing 4" PE natural gas pipe and the proposed fire hydrants along the west side of the road and occur at Stations 26+90, 32+70, 35+90, 40+17, 56+20, and 51+20. Work to be completed during construction, contact WPS five days prior. Work expected to take two days.

Gas service crossing at Stations 27+30, 30+10, 33+95, 35+80, 36+75, 37+30, 38+10, 59+95 are in conflict, as are crossings at Rosecrans St, Sherman St, West St, Porter St and Garfield Ave. Work to be completed during construction, contact WPS five days prior. Work expected to take two days.

Charter Communications – TV

No known facilities within the project area.

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

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

8. Other Contracts.

The City of Wausau will be reconstructing W Thomas Street from South 4th Avenue to the Wisconsin River during South 1st Avenue construction operations. W Thomas Street project will involve storm sewer, concrete pavement, sanitary sewer, watermain, and curb and gutter replacement and will abut up to the South 1st Avenue project.

All traffic control items for South 1st Avenue are included under the W Thomas Street project. Contact Allen Wesolowski, City of Wausau Engineer, at (715) 261-6762 10 working days before construction starts to coordinate projects and detour.

9. Railroad Insurance and Coordination - Wisconsin Central Ltd (CN).

A Description

Comply with standard spec 107.17 for all work affecting Wisconsin Central Ltd (CN) property and any existing tracks.

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Wisconsin Central Ltd and Its Parents (CN).

Notify evidence of the required coverage, and duration to Jackie Macewicz, Manager Public Works; 1625 Depot Street, Stevens Point, WI 54481; Telephone (715) 345-2503; E-mail: Jackie.macewicz@cn.ca.

Also send a copy to the following: Anna Davey, NC Region Railroad Coordinator; 1701 N 4th Street, Superior, WI 54880; Telephone (715) 392-7960; E-mail: anna.davey@dot.wi.gov.

Include the following information on the insurance document:

- Project ID: 6999-18-73
- Project Location: Wausau, WI
- Route Name: South 1st Street, Marathon County
- Crossing ID: 182 048D
- Railroad Subdivision: Valley Sub
- Railroad Milepost: MP 23.80
- Work Performed: Grading, base aggregate, HMA pavement, retaining walls, storm sewer, sanitary sewer, watermain, lighting, sidewalk, and permanent signing and pavement marking

A.2 Train Operation

Approximately 2 through freight trains operate daily at up to 10 mph. There are several switching movements in addition to the through train movements.

A.3 Names and Addresses of Railroad Representatives for Consultation and Coordination

Construction Contact

Jackie Macewicz, Manager Public Works; 1625 Depot St., Stevens Point, WI 54481; Telephone (715) 345-2503; E-mail jackie.macewicz@cn.ca for consultation on railroad requirements during construction.

Amend standard spec 108.4 to include the railroad in the distribution of the initial bar chart, and monthly schedule updates. The bar chart shall specifically show work involving coordination with the railroad.

Flagging Contact

Submit by US Mail a "Request for Flagging Services and Cable Location" form with prepayment to: Mary Ellen Carmody, CN, 24002 Vreeland Road, Flat Rock, MI 48134; Telephone (734) 783-4533. The form can be obtained at:

<https://www.cn.ca/en/delivering-responsibly/safety/erailsafe/utility-installations>

Requests for flagging and cable locates can take up to five business days after the railroad receives the paperwork. Reference the Wisconsin Milepost and Subdivision located in A.1. Advise Ms. Carmody that the flagging services are to be billed at the rate for a public highway project.

Cable Locate Contact

In addition to contacting Diggers Hotline, follow the procedure listed under Flagging Contact.

Wisconsin Central Ltd (CN) will only locate railroad owned facilities buried in the railroad right-of-way. The railroad does not locate any other utilities.

A.4 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions, and will be accomplished without cost to the contractor. Remove the existing signals and install mast-mounted flashing lights with backlights, bells, gate, back to back crossbucks, bungalow, bungalow pad, and island circuitry.

A.5 Temporary Grade Crossing

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 at least 40 days prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

A.6 Rail Security Awareness and Contractor Orientation

All employees of contractors who work on CN properties are required to have minimum CN Safety and Security Awareness training. This training can be obtained by registering and following the CN link through www.contractororientation.com. This training is good for a period of one year.

- a. Exception: CN has exempted from this training those it classifies as "Delivery Persons". Delivery Persons include contractors such as UPS, FedEx, trucking companies, etc. who merely access the property to supply materials or equipment.

The security awareness and contractor orientation certification must be renewed for projects that will carry over beyond the one year period. Contractor and subcontractor employees shall wear the identification badge issued by www.contractororientation.com when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract.

stp-107-026 (20170615)

10. Notice to Contractor – Airport Operating Restrictions – Site Specific.

The Federal Aviation Administration (FAA) has height restrictions surrounding select airports. The department has obtained Temporary Determination of No Hazard to Air Navigation for all temporary structure (i.e. crane) erections associated with bridge, noise barrier, and retaining wall construction at the following location. A copy of the determination can be obtained through the engineer.

Project ID	Structure	Location	Latitude	Longitude	Heights	Issue Date	Expiration Date	Aeronautical Study No.
6999-18-73	Crane (Temporary for Sheet Piling Wall)	South 1 st Avenue	44-57-16.02 N NAD 83	89-38-18.08 W	80 feet AGL 1290 feet AMSL	02/05/2018	08/05/2019	2018-AGL-1783-OE

As a condition of the Determinations, cranes shall be marked/lighted according to FAA Advisory Circular 70/7460-1 L Change 1, Obstruction Marking and Lighting, flags/red lights – Chapters 3 (Marked), 4, 5 (Red) and 12.

For all other locations not listed under the lighting requirements above, marking and lighting are not necessary for aviation safety. However, if marking and/or lighting are accomplished on a voluntary basis, the contractor is encouraged to install and maintain it according to FAA Advisory Circular 70/7460-1 L Change 1.

Lower any temporary structure (i.e. crane) to the ground when not in use and also during the hours between sunset and sunrise.

Notify the manager of Wausau Downtown at (715) 845-3400 at least 3 business days prior to any temporary structure being erected and again when the temporary structure is removed from the site.

Any failure or malfunction that lasts more than 30 minutes and affects a top light or flashing obstruction light, regardless of its position, should be reported immediately to (877) 487-6867, so a Notice to Airmen (NOTAM) can be issued. As soon as the normal operation is restored, notify the same number.

Any height of a temporary structure exceeding above ground level (AGL) or above mean sea level (AMSL), as listed in the temporary determination, will result in a substantial adverse effect and will warrant a Determination of Hazard to Air Navigation.

The determination expires unless extended, revised or terminated by the issuing FAA office. If an extension is needed, the contractor must request an extension to the effective period of the determination. The request must be E-filed at least 15-days prior to the expiration date. After re-

evaluation of current operations in the area of the structure to determine that no significant aeronautical changes have occurred, the determination may be eligible for one extension of the effective period.

For questions on extensions to the effective period of the determinations, contact the FAA office at (718) 553-4199 and reference the Aeronautical Study Number.

Any changes in coordinates and/or heights will void the determination. Any future construction or alteration, including increase to height, requires a separate notice to the FAA.

Determinations include temporary construction equipment such as cranes, derricks, and other equipment, which may be used during actual construction. Equipment shall not exceed the overall heights as indicated in the determination. The contractor must request separate notice to the FAA if equipment has a height greater than the determination.

The contractor must copy the engineer on any correspondence with the FAA.

A determination concerns the effect of temporary structures on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

11. Notice to Contractor – United States Postal Service Coordination.

Coordinate road and sidewalk closures with the United States Postal Service. Contact is (715) 845-0287.

12. Notice to Contractor – Wisconsin Central Ltd (CN) Railroad Utility Crossing Permit Requirements.

The department has completed a partial submittal of Utility Crossing Permits for:

- Watermain casing and carrier pipe crossing CN tracks on South 1st Avenue
- Sanitary Sewer casing and carrier pipe crossing CN tracks on South 1st Avenue

It is the contractor's responsibility to complete the remainder of the permit submittals on behalf of the Wisconsin Department of Transportation and to obtain all necessary permits for work within the railroad right-of-way. The permit submittal shall be according to the requirements of the CN Southern Region Utility Crossing/Encroachment Application Packet dated September 12, 2017. Copies of the partial permit submittals and the CN Southern Region Utility Crossing/Encroachment Application Packet is available from the regional office by contacting Michael Grage; (715) 365-5705; Michael.Grage@dot.wi.gov.

The term "Utility" in the CN Southern Region Utility Crossing/Encroachment Application Packet is defined as follows: All work shown in WisDOT construction plan that takes place within CN right-of-way.

The specific requirements of the contractor are to address the following sections outlined in the initial notification of intent to construct utility crossing/encroachment requirements and instructions.

(Note-sections that are struck below are either not required or have been addressed in the WisDOT pre-submittal of permits.)

The applicant shall submit a completed application for utility crossing engineering review to the appropriate contact shown in the "Pipeline/Wireline Crossing Contacts" Section (Section I). The applications can be downloaded from Railroad's website but the application and all supporting documentation must be submitted to the Railroad via certified mail to the address shown on the application. Any application transmitted to Railroad other than by certified mail, or that does not include all requested information when Railroad receives an incomplete application but under no circumstances shall Railroad review an incomplete application. Repeat: no applications will be reviewed until the application is complete. Unless otherwise advised by Railroad, all submittals necessary to complete a previously submitted incomplete application must also be submitted via certified mail. Any application which remains incomplete one year after the date of the first notifications of the incomplete submittal from Railroad will be discarded and a new application must be submitted, including a new application fee. All information and documentation contained in any application must meet the approval of the Railroad, in its sole discretion. Unless otherwise required by law, Railroad will respond to all applications in the order in

which they are received. In no event shall any construction related activities be scheduled or conducted on Railroad's property until Railroad has issued its final approval of the application, a written agreement outlining the legal terms of the installation has been signed and flaggers have been secured.

An application shall include the following documents: (*WisDOT has inserted notes to contractor in italics*).

- A completed and signed application for also known as Initial Notification of Intent Form.
(*Note to contractor: WisDOT will supply contractor with partial submittal package*)
- A map with an aerial image of the location of where work will be performed, showing the work site as well as nearby streets or other landmarks close to the work location.
(*Note to contractor: WisDOT will supply contractor with partial submittal package*)
- A certificate of insurance meeting the requirements set forth in this packet (unless lower coverage requirements are prescribed by local law and signed off by CN Legal Department).
(*Note to contractor: Also see Railroad Insurance and Coordination article of special provisions*).
- Six copies of complete stamped engineering plans which shall conform to the guidelines established by the American Railway Engineering and Maintenance of Way Association (AREMA), all applicable federal, state, and local legal and professional requirements, CN standards and any additional requirements set forth in this packet. In the event of any conflict or inconsistency between the aforesaid guidelines, requirements and standards, the most stringent shall apply.
- The non-refundable application fee. Unless otherwise specified by law, the non-refundable application fee shall be \$1,350.00, which is intended to cover the cost of Railroad's review of the application and all required documentation and information. The Applicant will be charged an additional fee of \$200 for each review after the initial review of the completed application due to inadequate or missing information or other failure by the Applicant to meet the requirements of Railroad. This fee shall be included with any revision sent. Any revision sent without the accompanying fee will be considered incomplete and will not be reviewed.

I. Pipeline/Wireline Utility Contacts

Utilities

Name: Joseph Wojcik
Address: CN
17641 S. Ashland Avenue
Homeland, IL 60430
Phone: (708) 332-4739
Email: Josephs.Wojcik@cn.ca

Flagging and/or Cable Locate

Name: Mary Ellen Carmody
Address: CN
24004 Vreeland Road
Flat Rock, MI
Phone: (734) 783-4533
Email: MaryEllen.Carmody@cn.ca

II. Scope

1. These specifications cover minimum requirements for pipelines installed on or adjacent to railway rights of way to carry liquid flammable products or highly volatile substances under pressure. Railroad reserves the right to increase the specification based on physical conditions or other factors specific to the installation point, including but not limited to:
 - a. Track speed
 - b. Traffic density
 - c. Traffic sensitivity
 - d. Terrain conditions
 - e. Curvature and grade
 - f. Bridges and other structures
 - g. Pipe size, capacity and material carried
 - h. Environmental risks/damages

III. Engineering Plan Requirements

1. A cover page including:
 - a. Include caption stating "Construction and maintenance to be according to all applicable regulatory requirements and standards".
 - b. Contact name, address and phone number of utility owner.
 - c. Professional engineer's stamp, signature, and date.
 - (Note to contractor: Engineer's stamp will be required on all contractor produced permit documents.)
2. A plan view or site plan displaying:
 - a. A north arrow.
 - b. Any tracks and railroad facilities.
 - c. Railroad/roadway crossings.
 - d. Railroad mileposts.
 - e. Proposed utility crossing location.
 - f. Location of proposed utility crossing in relation to a legal description or road allowance.
 - g. Public Land Survey System (PLSS) information (sections, quarter sections, etc.).
 - h. Right of way lines of railroad and labeled street or highway, if involved.
 - i. Warning, utility markers that are proposed for the site according to this document.
 - j. Indicate direction of flow and location of nearest shut off valves, if shutoff valves are required.
 - k. Indicate location and distance of nearest excavation from centerline of nearest track.
 - l. Location and methods of storage and disposal of excavated material. Excavated material should be stored to the back side of excavation with respect to the tracks unless this position creates an unsafe condition or a better location can be justified. All excavated material should be treated as contaminated with details provided for review unless known otherwise.
 - m. Excavation protection methods shall be shown for review. All excavations must be protected at all times and fenced in with reflective material or illuminated if left unattended.
3. A profile along the proposed crossing of actual situations showing:
 - a. Any tracks.
 - b. The existing ground surface.
 - c. The proposed utility.
 - d. Depth of burial below base of rail, roadway surface, ditch bottom, and other points of interest to the top of utility (depth measured to casing pipe, if used).
 - e. Method of installation (i.e. boring, dry jack and bore, dry directional bore, etc.)
 - f. Indicate type and details of utility protection.
4. Show a detailed spec and cross section of the pipe including:
 - a. Note and show if carrier pipe will be held clear of the casing pipe by supports. CN requires carrier & casing to be designed for Cooper E 80 loading.
 - b. The type, wall thickness, and maximum test pressures of carrier and casing pipes must be listed on the plans. CN requires the AREMA standard listed in Table 1-5-1 Minimum Wall Thickness for Steel Casing Pipe for E80 Loading also found in Section A-2 of this document.
 - c. Indicate type of cathodic protection, if required for the type of construction. (See AREMA Section 5.2.3.3 Cathodic Protection for more information).
 - d. The ends of the casing shall be suitably sealed to the outside of the carrier pipe or casing vents shall be required.
 - e. Provide hoop stress calculation. See AREMA Section 5.2.3 Carrier Pipe for more information.
 - f. Cross sections of the utility shall be perpendicular to the center line of the railroad tracks.
 - g. The location of the cross sections will be at:
 - i. Bore pit.
 - ii. Receiving pit.
 - iii. Intersection of utility and center line of any tracks.
 - iv. Any other points of interest along the utility line.
5. A detail of the proposed utility marker to be used on site showing all information to be displayed as well as all dimensions and materials.
6. Drawings must be to scale and have all dimensions shown. This includes but is not limited to:
 - a. Distance from each utility (encroachment) to the centerline of track, nearest road, crossing, bridge or other railroad structures.

- b. Dimension width of CN right-of-way.
 - c. Number of tracks proposed utility crossing will cross.
 - d. Angle of proposed utility crossing.
 - e. All existing and proposed signals and facilities with dimensions showing horizontal distance and depth to the proposed utility.
- 7. All information regarding all seeding/surface restoration work shall be provided with the plans and conform to the local DOT specs.
- 8. Revised drawings shall be marked as revised (with revision date included) and state reason for revision. Each individual revision shall be called out in this manner. In addition, each page shall have a section near the title block with a list of revisions, where the revision version and date shall be marked in for any revision to that page.
- 9. Professional engineer's stamp, signature and date is required on all plans and submittals. (Note to contractor: Engineer's stamp will be required on all contractor produced permit documents)
- 10. Attachments to the plans as required in the following sections of this document may include but are not limited to:
 - a. Soil Boring Logs
 - b. Geotechnical Report
 - c. De-Watering Plan
 - d. Induction Interference Study
 - e. Vibration Monitoring Plan
 - f. Shoring Plan
 - g. Site Safety Action Plan
 - h. Emergency Action Plan
 - i. An estimated construction schedule and Gantt chart with field contact name and phone number.
 - j. Detailed Work Plan
 - k. Settlement and Monitoring Plan
 - l. Construction Mentoring Plan

IV. Above Ground Utility Requirements

- 1. General Above Ground Utility Requirements
 - a. CN's operations are not be impaired or affected by any utility work.
 - i. Flagging protection during construction will be required and may be expanded by local supervisors to include any work on, under, over, or near Railroad property.
 - b. All employees of contractors not hired by CN that will work on, over, under or near CN property are required to have, at a minimum, safety certification with www.contractororientation.com and the railroad representative will be responsible for verifying and documenting said certifications.
 - i. Applicant must compile an Emergency Action Plan per OSHA which incorporates the proper Railroad contact information. Identify and list an adequate amount of property trained employees to be able to enter CN property to respond to an emergency situation.
 - c. On projects which have the potential to encroach or effect the operations to CN's property, it is required of the contractor to post informational documents at the jobsite for the benefit of the construction workers, CN personal, and the general public. The following require information is to be posted on a bulletin board. The bulletin board shall be weatherproof and watertight and be located in an area readily accessible to both CN and the general public.
 - i. Project overview: Including a general work description, job site location address, and approximate duration of the project.
 - ii. Owner/applicants Information.
 - iii. Contractor's designated points of contact: Including the safety officer, superintendent, and 24-hour contact number.
 - iv. Copies of reviewed drawings by CN.
 - v. Copies of the Safety Action Plan.
 - vi. Copies of the approved permits.
 - d. All utility must be a minimum of 15 feet horizontally away from any existing or planned CN signals and facilities, when practicable.
 - e. Utilities shall not be placed within a culvert, under railroad bridges, nor closer than 300 feet to any portion of any railroad bridge, building, or other structure, except in special cases and be of special design as approved by the CN Chief Engineer or the designated representative.

- f. Must not be attached to a CN pole line or pole lines licensed to others except where specifically authorized.
 - g. All poles extending in height above ground equal to or greater than the distance from pole to the edge of ties or the nearest track will be anchored and guyed against tipping toward track.
 - h. Guys will be guarded to a distance of 8' above ground line and the guards shall be orange in color.
 - i. All clearances and safety provisions are subject to the National Electric Safety Code (American National Standard Institute) as well as any applicable national, state, and local codes, whichever is more restrictive.
 - j. All overhead electrical utilities will require an induction interference study.
 - k. During construction, the Applicant shall maintain positive drainage of railroad property. After construction is completed, the railroad's right-of-way shall be restored to its original condition and to the satisfaction of the railroad. Any fencing removed to facilitate construction shall be restored.
 - l. All piers or poles shall be located off of CN right-of-way.
 - m. Warning, utility markers shall be installed at any intersection of any utility and CN right-of-way, and on any pole on CN right-of-way.
2. Above Ground Utility Crossing Requirements:
- a. Utilities crossing over any railroad track must have a minimum height measured at the lowest point of the utility to the top of rail:
 - i. Pipe/Pipe Bridge = 25 feet Min.
 - 1. Cable Supported Pipe Bridge = 50 feet
 - ii. Conveyors = 25 feet Min
 - iii. Fiber/Coaxial Cable = See Section A-3
 - iv. Electric Wire = See Section A-3
 - b. Utilities shall be located, where practicable, to cross tracks at approximately right angles but must not cross at an angle less than 45 degrees.
 - i. Any utility crossing that is less than 45 degrees will be considered a longitudinal utility and may be subject to higher requirements as required by the CN Chief Engineer or the designated representative.
 - c. If any new utilities are attached onto an existing structure, the existing structure must be analyzed to ensure it can withstand the new loading. If a re-design of the existing structure is required, this must be included with the plans.
3. Above Ground Longitudinal Utility Requirements
- a. All longitudinal utilities shall be placed towards the outer edge of the railroad right-of-way, except in special cases and be of special design as approved by the CN Chief Engineer or the designated representative.

V. Underground Utility Requirements

If underground utility is great in diameter than 10" including any casing protection, the requirements in the Section VI (immediately following this section) are required.

1. General Underground Utilities Requirements
- a. CN's operations are not be impaired or affected by any utility work.
 - i. Flagging protection during construction will be required and may be expanded by local supervisors to include any work on, under, over, or near Railroad property.
 - b. All employees of contractors not hired by CN that will work on, over, under or near CN property are required to have, at a minimum, safety certification with www.contractororientation.com and the railroad representative will be responsible for verifying and documenting said certifications.
 - i. Applicant must compile an Emergency Action Plan per OSHA which incorporates the proper Railroad contact information. Identify and list an adequate amount of property trained employees to be able to enter CN property to respond to an emergency situation.
 - c. On projects which have the potential to encroach or effect the operations to CN's property, it is required of the contractor to post informational documents at the jobsite for the benefit of the construction workers, CN personal, and the general public. The following require information is to be posted on a bulletin board. The bulletin board shall be weatherproof and watertight and be located in an area readily accessible to both CN and the general public.

- i. Project overview: Including a general work description, job site location address, and approximate duration of the project
 - ii. Owner/Applicants Information
 - iii. Contractor's Designated points of contact: Including the Safety Officer, Superintendent, and 24-hour contact number
 - iv. Copies of reviewed drawings by CN
 - v. Copies of the Safety Action Plan
 - vi. Copies of the approved permits
- d. Jacking or boring of corrugated metal pipe, cast iron pipe or pipe with flanges, bells or couplings will not be permitted.
- e. Casing may need to be extended to accommodate any proposed projects for Railroad as required by CN Chief Engineer or the designated representative.
- f. Soils investigation and a geotechnical report may be required.
- g. All underground utilities shall have an adequate casing for protection.
- h. Utilities shall not be placed within a culvert, under railroad bridges, nor closer than 100 feet to any portion of any railroad bridge, building, or other structure, except in special cases and be of special design as approved by the CN Chief Engineer or the designated representative.
- i. Restoration and backfill compaction should conform to a 95% Proctor test suitable for the soil type at the site and commence in lifts specified by the CN Chief Engineer or the designated representative.
- j. No excavation can be closer than 25' from the centerline of the nearest track
- k. The zone of influence is as follows: Starting 15 feet from the centerline of the nearest track at the base of rail, measured perpendicular to the track centerline, calculate a slope to the bottom of the proposed pipe at a 2H:1V slope. (See Section A-6)
 - i. If a 2H:1V slope cannot be maintained or more restrictive conditions occur, approved shoring will be required. (See Section A-7)
 - ii. If shoring is required as state above, a shoring plan designed to withstand E-80 loading shall be created, stamped by a professional engineer, and submitted to CN.
 - iii. If the excavation is outside the zone of influence, then the excavation shall follow OSHA requirements.
- l. A dewatering plan shall be created, stamped by a professional engineer, and submitted to CN as required by the CN Chief Engineer or the designated representative.
- m. Dry Horizontal Direction Drilling (HDD) is only allowed:
 - i. Mud slurry directional bore will be allowed only with the use of bents.
 - ii. No wet directions drilling is allowed.
- n. Vibrations Requirements
 - i. If there are fiber optic cables buried within the right-of-way, the contractor shall submit details on the type of equipment to be used for the pile driving, and estimate the vibrations that will be induced at ground level during operation.
 - ii. The contractor may be required to monitor vibrations levels during pile driving operation, for which the contractor shall submit a procedure and the type of monitoring requirement to be used.
 - 1. Induced vibrations shall be limited to a maximum peak particle velocity (PPV) of less than 3.5"/sec (measured in 3 mutually perpendicular directions taken at tie level/ground surface). And induced amplitude of movement shall be less than 1/128"
 - 2. Vibration undertaken within 150 feet of fiber optic cables, induced vibrations shall be limited to a maximum of PPV of less than 1.5"/sec
- o. During construction, the Applicant shall maintain positive drainage of Railroad property. After construction is completed, the Railroad's right-of-way shall be restored to its original condition and to the satisfaction of the Railroad. Any fencing removed to facilitate construction shall be restored.
- p. Additional Resources for Underground Utilities:
 - i. <http://www.undergroundfocus.com/onecalldir.php>
 - 1. Provides links and information on state class for cable locates
 - ii. <http://www.ntdpc.com/>
 - 1. National Telecommunications Damage Prevention Council
 - iii. <http://www.commongroundalliance.com>
 - 1. Common Ground Alliance

2. Underground Utility Crossing Requirements
 - a. For all utility crossings the utility must be protected by a casing for the full width of CN's right-of-way or 50 feet whichever is greater.
 - i. All casing pipes shall be sloped not less than 0.3%
 - ii. Pipelines carrying commodities in a gaseous state are not required to have a steel casing as long as the top of the utility is at least 10 feet below base of rail
 - iii. Fiber optic utilities do not need a steel casing if the depth is 15 feet or greater below the base of rail.
 - b. Directional boring will be allowed at the discretion of the Railroad.
 - i. If practicable, boring excavation must not exceed the outside diameter of the pipe
 1. Bore shall not be greater than 1" larger than the utility diameter
 - c. Minimum depth of burial below:
 - i. Dry jack and Bore
 1. Main Tracks Base of Rail = 6 feet
 2. Industrial Tracks Base of Rail = 6 feet
 3. Road Surface = 4 feet
 4. Ditch Bottom = 5 feet
 - ii. Uncased Utility
 1. Main Tracks Base of Rail = 10 feet
 2. Industrial Tracks Base of Rail = 10 feet
 3. Road Surface = 6 feet
 4. Ditch Bottom = 6 feet
 - iii. Directional Bore
 1. Main Tracks Base of Rail = 15 feet
 2. Industrial Tracks Base of Rail = 15 feet
 3. Road Surface = 5 feet
 4. Ditch Bottom = 5 feet
 - d. Any excavation must not be located on CN right-of-way or within a minimum of 50 feet from the centerline of track, whichever is greater.
 - e. Warning, utility markers shall be installed at any intersection of any utility and CN right-of-way
 - f. Marker should show accurate owner, contact, and CN Agreement Number.
3. Longitudinal Underground Utility Requirements
 - a. Underground utilities laid longitudinally in railroad right-of-way shall be located as far as practicable from any tracks or other important structures.
 - b. Longitudinal lines must be a minimum of 25 feet from the center line of track, or outside the track embankment section, whichever is greater.
 - c. Uncased steel carrier pipe utilities laid longitudinally on the railroad right-of-way, 25 feet to 50 feet from the center line of the nearest rail shall be buried not less than 6 feet from the natural ground surface to the top of pipe. If distance is more than 50 feet from centerline of track, minimum cover shall be 5 feet.
 - i. At all locations on the right-of-way farther than 25 feet away from the centerline of the nearest track, the minimum natural ground cover for the uncased steel natural gas pipes must be 6 feet.
 - d. Plastic carrier pipes are not allowed for longitudinal utilities on CN right-of-way.
 - e. Longitudinal underground utilities must be marked by a sign approved by the CN Chief Engineer or the designated representative every 500 ft, at every road crossing, streambed, other utilities crossing, and at locations of major change in direction of the line.
 - i. Marker should show accurate owner, contact, and CN Agreement Number.

VI. ~~Additional Requirements for Underground Utilities with Diameter of 10 Inches or Greater (Including Casing)~~

1. Drawings shall be stamped, signed, and dated by a professional engineer licensed in the state where the work is being performed. CN reserves the right to prohibit a certain construction methodology, at its own discretion; however, CN shall not assume any responsibility for the suitability of the accepted method. Open cut methodology shall only be considered where other installation techniques are deemed impractical and where rail traffic volumes are low. Installations using water jet methods shall not be permitted.

2. Complete subsurface Investigation
 - a. Boreholes are required at each end of the crossing and at each entry/exit pit with a maximum spacing between boreholes of 150 ft.
 - b. The boreholes shall be drilled to a depth of 20 feet below the proposed crossing depth or to 20 feet below the maximum feasible crossing depth if the proposed crossing depth has not yet been determined
 - c. Soils samples shall be obtained at 3 feet intervals to a depth of 15 feet and also within the proposed utility horizon (i.e., from at least 7 feet or one pipe/casing diameter above the proposed utility obvert to at least 7 feet or one pipe/casing diameter below the proposed utility invert). At other depths, soil samples may be obtained at 5 foot intervals; No boreholes will be completed between ties or tracks in double track territory.
 - d. If bedrock is encountered at the proposed location, the bedrock will be cored to establish the competency and engineering characteristics of the bedrock. The bedrock shall be cored to at least 5 feet below the invert of the proposed crossing.
 - e. Soil Classification testing (i.e., water content determination, Atterberg Limits testing and gran size distributions) shall be carried out on soil samples obtained from all major soil strata and on soil samples obtained from every layer that the proposed tunnel would intersect.
 - f. The stabilized groundwater elevation must be established by installation of piezometer/monitoring well(s); at least one piezometer/monitoring well must be maintained in operation and checked prior to construction to confirm the groundwater elevation.
3. Submit a stamped Geotechnical Report prepared by a licensed geotechnical engineer with experience in trenchless technology. The report shall include:
 - a. Comments and recommendations with respect to construction methodology
 - b. An Estimate of the expected extent and magnitude of ground movement over time
 - c. Measures to be undertaken to preserve the safety of rail operations and the structural integrity of the track structure
 - d. A detailed proposal for ground surface and subsurface monitoring
 - e. Factual subsurface information with all field and laboratory test data
 - f. A description of the site and soil stratigraphy including results of soil classification testing
 - g. A plan of the proposed crossing with borehole/testing/installation locations
 - h. A summary of groundwater condition encountered during the investigation including the observed groundwater levels within the boreholes and the presence of any perched water levels at the borehole locations.
 - i. Anticipated settlements as well as an assessment of the anticipated settlement through configurations
 - j. A detailed monitoring plan to monitor any ground surface and subsurface movements during construction shall be provided. The Review and Alert (work stoppage) levels shall be provided
 - k. Submit a contingency plan and notification procedure to be implemented in the event of excessive/unexpected settlement or heave, and unforeseen changes in subsurface conditions, i.e. cobbles and boulders, raveling/flowing ground
4. Submit a Detailed Work Plan
 - a. Details of the proposed methodology – the installation operations, methods of maintaining and adjusting line and grade, drilled/bored diameter, drill hole stabilization procedures, temporary dewatering measures and any mitigation procedures if sinkholes/settlement above the pipe occurs or excessive movement of the settlement monitors is observed.
 - b. The design of the crossing – length, diameter and thickness of the casing; elevation of the crossing invert at both ends, excavation shoring details and methods of dealing with cobbles/boulders and obstructions.
 - c. Provide additional details for specific installation methodologies as follow:
 - i. Jack and Bore: size and location of the auger head relative to the casing; estimated jacking thrust required, method of monitoring casing elevation; thrust block design calculations, record keeping system to document casing advance and jacking pressures, bulk heading, and grouting procedures. Bore head should not extend more than 1" ahead of the casing.
 - d. Pipe Ramming: length, diameter and thickness of the casing, details of the reinforcing ring used at the leading edge of the pipe.
 - e. HDD; slurry pressure and mitigation measures for frac out if applicable. Vents shall be installed on each side of the track(s) to prevent frac outs.

- f. TBM: type of machine, methods of primary ground support, grouting between the casing, ribs and lagging (primary support) and the surrounding soil/rock.
- 5. Submit A Settlement Monitoring Plan including:
 - a. Summary of Proposed Settlement Monitoring
 - i. Geographical Location
 - ii. Number of Settlement Monitoring Probes
 - iii. Type of Probe and installation Method
 - iv. Expected Amount of Settlement (in)
 - v. Frequency of Monitoring
 - vi. Duration of Monitoring
 - b. Site Plan
 - i. Site Plan
 - ii. Identify Probe Locations and Offset Distances to Nearest Rails
 - iii. Elevation of Top of Probes
 - c. Probe Detail Drawing:
 - i. Show section through Railroad Track Road Bed
 - ii. Existing Ground Line
 - iii. Depth of Bore
 - iv. Distance to Bottom of Probe to Top of Casing Pipe
 - v. Submit a dewatering plan
- 6. Monitoring During Construction
 - a. Monitoring by a qualified geotechnical personnel and report to CN on a daily basis.
 - b. Installation according to the contractor's detailed work plan.
 - c. Over excavation does not occur, and the liner/casing is installed tight to the excavation.
 - d. Report theoretical vs. actual volumes of spoils removed on per meter and total bases
 - e. The excavation is fully supported until the liner/pipe installation is complete.
 - f. The bulkhead is installed at the end of every work shift or during any prolonged stoppage of work.
 - g. Voids are fully grouted to refusal immediately after the completion of liner/pipe installation. Report theoretical vs. actual volumes of grout pumped.
- 7. Reporting to CN during/post Construction
 - a. Progress of the contractor and pipe installation and what work was completed that day
 - b. A summary of the daily ground surface and subsurface movements showing a comparison to a baseline reading taken before the start of construction, settlements of greater than 3/8" shall be reported to CN immediately.
 - c. Any other geotechnical issues that may be of concern to CN.
 - d. Log of settlement survey results showing
 - i. Station
 - ii. Date and Elevation of Initial Readings
 - iii. Date and Elevation of Subsequent Readings
 - iv. Difference in Elevation
 - e. Submit ground surface and subsurface monitoring reports to CN on a daily basis showing a comparison to baseline readings taken prior to the commencement of construction. Settlement of 3/16" is to be reported to CN immediately, and a settlement of 3/8" or greater the work is stopped until a resolution is achieved.
- 8. Provide, in writing, the name and phone number of the Applicant's qualified site inspector who will be on the job site on a full-time basis for the duration of construction. Update prior to work beginning if there are any changes.

13. 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 Michael Grage at (715) 365-5705. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

14. Environmental Protection, Emerald Ash Borer.

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

Ash trees include the following species:

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

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

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

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

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

ATCP 21.17 Emerald ash borer; import controls and quarantine.

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

(a) Import a regulated item under sub. (2) into this state if that item originates from an emerald ash borer regulated area identified in 7CFR 301.53-3.

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

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

REGULATED ITEMS. The following are regulated items for purposes of sub. (1): the emerald ash borer, *Agilus planipennis* (Fairmaire) in any living stage.

Ash trees.

Ash limbs, branches, and roots.

Ash logs, slabs or untreated lumber with bark attached.

Cut firewood of all non-coniferous species.

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

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

Regulatory Considerations

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

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

Chipped ash trees

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

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

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

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

Burning chips is optional if in compliance with standard spec 201.3.
Chips must be disposed of immediately and may not be stockpiled.
Chipper equipment must be cleaned following post-chipping activities to ensure no spread of wood chip debris into non-quarantined counties.

Ash logs, branches, and roots

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

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

Burning is optional if in compliance with standard spec 201.3.

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

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

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

Updates for compliance

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

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

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

15. Environmental Protection, Oak Wilt.

To prevent the spread of oak wilt disease, avoid cutting or pruning of oak trees from April through September.

16. Construction Equipment.

Construction equipment shall not be parked between West Street and Station 47+50.

Construction equipment parked within Riverside Park shall not be parked directly adjacent to the shelter or park equipment and shall be parked towards the south end of the parking lot.

Construction equipment shall not block the path to Picnic Island Park if path can remain open during construction operations.

17. Picnic Island Park Path.

Picnic Island Park path shall not be blocked by construction operations. With the engineer's approval, the path can be closed while work is in progress in the vicinity of the path to ensure safety of park patrons.

The path shall be replaced/restored at the contractor's expense should it be damaged during construction operations.

18. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 10:00 PM until the following 6:00 AM, unless prior written approval is obtained from the engineer.

If work is to be performed on any Saturday, obtain approval from engineer 48 hours in advance.

No work is permitted on any Sunday.

19. Sanitary Sewer and Water Main Materials.

For water main and sanitary sewer work, furnish only materials that are manufactured in the United States. "Manufactured in the United States" means that materials are manufactured in whole or in substantial part within the United States or that the majority of the components thereof were manufactured in whole or in substantial part in the United States.

Where sanitary sewer and water main materials are specified by reference to an ASNI, AWWA, AASHTO, or ASTM Specification, furnish to the City of Wausau written certification from the materials manufacturer certifying that the materials furnished comply in all respects with the requirements of the referenced specifications.

20. Underground Utility Record Drawings.

Keep a current set of plans at the project that are marked to show the location of installed underground utilities. Accurately record the location of valves, fittings, service lines, and field changes for water main, sanitary sewer, and storm sewer work. Dimension utilities from permanent reference points; record vertical distances. Submit record drawings to the City of Wausau upon completion of work.

Record drawing work will be incidental to the items of underground utility work.

21. Construction Staking Slope Stakes, Item 650.9920

Supplement standard spec 650.3.13 with the following:

Provide plan horizontal and vertical locations for the back edge of sidewalk at each slope stake location.

22. Concrete Bases Type 1, Item 654.0101

Conform to the requirements of standard spec 654 except as hereinafter provided.

Concrete Bases Type 1 shall have a bolt pattern and diameter conforming to the selected light pole types.

23. Crack and Damage Survey, Item 999.1500.S.

A Description

This special provision describes conducting a crack and damage survey of the residences and business located at the following addresses:

730 S. 1st Avenue
Wausau, WI 54401

726 S. 1st Avenue
Wausau, WI 54401

720 S. 1st Avenue
Wausau, WI 54401

716 S. 1st Avenue
Wausau, WI 54401

712 S. 1st Avenue
Wausau, WI 54401

702 S. 1st Avenue
Wausau, WI 54401

628 S. 1st Avenue
Wausau, WI 54401

626 S. 1st Avenue
Wausau, WI 54401

622 S. 1st Avenue
Wausau, WI 54401

This Crack and Damage Survey shall consist of two parts. The first part, performed before construction activities, shall include a visual inspection, digital images, and a written report describing the existing defects in the building(s) being inspected. The second part, performed after the construction activities, shall also include a visual inspection, digital images, and written report describing any change in the building's condition.

B (Vacant)

C Construction

Before any construction activities, thoroughly inspect the building structures for existing defects, including interior and exterior walls. Electronically submit a written report with the inspector's name, date of inspection, descriptions and locations of defects, and digital images. The intent of the written report and digital images is to procure a record of the general physical condition of the building's interior and exterior walls and foundation.

Use a digital camera capable of producing sharp, grain free, high-contrast colored digital images with good shadow details. Label each digital image with the following information:

ID: _____
Building Location: _____
View looking: _____
Date: _____
Photographer: _____

Before the start of any construction activities related to this survey, submit a copy of the written report and digital images to the engineer electronically.

After the construction activities are complete, conduct another survey in the same manner, take digital images, and submit another written report to the engineer electronically.

Instead of digital images, a digital video camera capable of producing sharp, high contrast, colored digital video with good shadow detail may be used to perform this work.

D Measurement

The department will measure Crack and Damage Survey as single complete lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
999.1500.S	Crack and Damage Survey	LS

Payment is full compensation for providing the before and after written reports, and for photographs or video.

stp-999-010 (20170615)

24. Seismograph, Item SPV.0045.01.

A Description

This special provision describes furnishing seismographs and employing trained operators to monitor construction-induced vibrations on buildings/structures, and submittal of all required documentation.

B Material

Use seismographs conforming to Wisconsin Department of Safety and Professional Services (SPS) 307.43, Wisconsin Administrative Code that are continuous data recorders supplied with all the accessories necessary for making vibration and noise monitoring observations.

C Construction

Conduct monitoring procedures conforming to SPS 307.44 and as follows: Take seismograph readings before construction activities to establish an ambient or background index.

During construction, place seismographs to monitor all vibration-inducing construction activities or as the engineer directs. At a minimum utilize one seismograph. If more than one major construction activity per day is taking place, multiple seismographs may be required. Place seismographs on a stable surface within 3 feet of the building/structure nearest to the construction operation. Provide data recorded for each vibration occurrence to the engineer which includes the following:

1. Identification of vibration monitoring instrument used.
2. Description of equipment used by the contractor.
3. Name of qualified observer and interpreter.
4. Distance and direction of recording station from the vibration area.
5. Type of ground at recording station and material on which the instrument is sitting.
6. Peak particle velocity and principal frequency in each component.
7. A dated and signed copy of records of seismograph readings.
8. A comparison of measured seismograph readings to maximum allowable readings identified in SPS 307.43 or as specified in this special provision.

If construction activities generate ground vibration in excess of the peak particle velocity limits as shown in SPS 307.44, stop the construction operation in progress and implement alternate construction methods to produce results within the allowable peak particle velocity limits.

D Measurement

The department will measure Seismograph by the day of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.01	Seismograph	DAY

Payment is full compensation for furnishing and operating seismographs, operators, and for producing documentation reports

stp-999-005 (20161130)

25. Abandoning Storm Sewers, Item SPV.0060.01.

A Description

This special provision describes abandoning existing piping by sealing the ends of the pipe as shown on the plans, and according to the applicable provisions of standard spec 204 and as hereinafter provided.

B Materials

Concrete for sealing ends of pipe shall be any grade of concrete as specified in standard spec 501.3.1.3.

C Construction

Thoroughly clean the end of the pipe at the location to be sealed. Seal end of pipe with a minimum 2 feet plug of concrete.

Place and compact backfill as specified for storm sewer pipe.

D Measurement

The department will measure Abandoning Storm Sewers as each individual pipe seal, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Abandoning Storm Sewers	EACH

Payment is full compensation for excavating and exposing the end of the pipe to be abandoned; for cleaning the pipe and installing a concrete plug; and for backfilling the excavation.

26. Storm Sewer Pipe Reinforced Concrete Class III 48x42 Tee, Item SPV.0060.02.

A Description

This special provision describes furnishing and installing a precast reinforce concrete pipe tee on an existing manhole as shown on the plans and as hereinafter provided.

B Materials

Provide precast reinforced concrete pipe tee meeting the requirements of AASHTO M170 for the Class of pipe indicated.

Provide manhole steps in tee complying with the requirements of standard spec 611.

Join tee to other riser sections with butyl rubber sealant complying with ASTM C990. Provide 9-inch wide butyl-based wrap for outside of each joint; Press-Seal "EZ Wrap".

C Construction

Install precast reinforced concrete pipe tee on existing manhole as shown on the plans. Comply with the pertinent requirements of standard spec 611.

Excavate to expose existing storm manhole at the location of the connection.

Sawcut top of existing manhole masonry to remain. Fill or grout exposed surface of masonry as needed to prepare surface for placement of new pipe tee. Construct a watertight joint where connecting new tee to existing manhole masonry using butyl rubber sealant and butyl-based wrap. Align manhole steps in tee to match steps in existing manhole.

Place and compact backfill as required for storm sewer manholes.

D Measurement

The department will measure Storm Sewer Pipe Reinforced Concrete Class III 48x42 Tee as each individual fitting, 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	Storm Sewer Pipe Reinforced Concrete Class III 48x42 Tee	EACH

Payment is full compensation for furnishing and installing pipe tee and all miscellaneous materials required for the installation; and for all excavating and backfilling.

27. Abandoning Existing Water Valves, Item SPV.0060.03.

A Description

This special provision describes abandoning existing valves as shown on the plans, and according to the applicable provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C Construction

Close valve. Excavate, remove, and dispose of existing valve box. Abandon valve in place. Backfill and compact excavation as specified for water main pipe.

D Measurement

The department will measure Abandoning Existing Water Valves as each individual valve acceptably abandoned.

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	Abandoning Existing Water Valves	EACH

Payment is full compensation for abandoning valve in place; for removing and disposing of valve box; and for all excavating and backfilling.

28. Abandoning Existing Water Mains, Item SPV.0060.04.

A Description

This special provision describes abandoning existing piping by sealing the ends of the pipe as shown on the plans, and according to the applicable provisions of standard spec 204 and as hereinafter provided.

B Materials

Concrete for sealing ends of pipe shall be any grade of concrete as specified in standard spec 501.3.1.3.

C Construction

Thoroughly clean the end of the pipe at the location to be sealed. Seal end of pipe with a minimum 2 feet plug of concrete.

Place and compact backfill as specified for water main pipe.

D Measurement

The department will measure Abandoning Existing Water Mains as each individual pipe seal, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Abandoning Existing Water Mains	EACH

Payment is full compensation for excavating and exposing the end of the pipe to be abandoned; for cleaning the pipe and installing a concrete plug; and for backfilling the excavation.

29. Remove Existing Hydrants, Item SPV.0060.05.

A Description

This special provision describes removing existing hydrants as shown on the plans, and according to the applicable provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C Construction

Excavate the existing hydrant following removal or abandonment of the connecting water main, remove the hydrant from the connecting pipe, cap the connecting pipe with a mechanical joint cap or plug the pipe with a minimum of one foot of cast-in-place concrete if it is to be left in place, and backfill the excavation with excavated material. Place and compact backfill as specified for water main pipe.

Dispose of hydrant as specified in standard spec 204.

D Measurement

The department will measure Remove Existing Hydrants as each individual hydrant, acceptably removed.

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	Remove Existing Hydrants	EACH

Payment is full compensation for excavating; for removing the existing hydrant, plugging or capping of the existing main, and disposing of the hydrant; and for backfilling the excavation.

30. Valve and Box 6-Inch, Item SPV.0060.06; Valve and Box 8-Inch, Item SPV.0060.07; Valve and Box 12-Inch, Item SPV.0060.08.

A Description

This special provision describes furnishing and installing gate valves and boxes on water mains as shown on the plans and as hereinafter provided.

B Materials

Provide resilient-seated gate valves conforming to AWWA C515 and designed for 200 psi working pressure. Equip valves with a 2-inch square operating nut opening counterclockwise, mechanical joint ends, and conductive devices conforming to the requirements of water main cadwelded in place. Lead tipped gaskets, brass wedges or brass tipped gaskets will not be allowed. Valves shall be manufactured by American Flow Control or Mueller; no substitutions allowed.

Provide cast iron screw type valve boxes suitable for type of valve, allowing adjustment up to 2 feet.; with sections sufficient to extend up and terminate at finished grade. Mark stay put covers with "Water". Box shall be coated with one mil thickness of bituminous coating.

Gate valves shall be provided with a valve box adaptor to prevent settling or shifting of valve box; Adaptor, Inc.

Conform bedding and backfill materials to the requirements for water main pipe.

C Construction

Set valve in place as detailed on plans. Install valve box so that it does not transmit shock or stress to valve and is centered and plumb over wrench nut of valve, with box cover flush with finished surface. Backfill valve box to one foot above bonnet of valve with water main cover material. Place and compact backfill as specified for water main pipe.

D Measurement

The department will measure Valve and Box (diameter) as each individual gate valve and box, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Valve and Box 6-Inch	EACH
SPV.0060.07	Valve and Box 8-Inch	EACH
SPV.0060.08	Valve and Box 12-Inch	EACH

Payment is full compensation for furnishing and installing the valve, valve box, and valve box adaptor on water main; and for all excavating and backfilling.

31. Hydrant, Item SPV.0060.09.

A Description

This special provision describes furnishing and installing hydrants as shown on the plans and as hereinafter provided.

B Materials

Provide hydrants conforming to AWWA C502 with 5 inch minimum main valve opening, 6-inch mechanical joint inlet compatible with joint restraint method selected by the contractor, two 2-1/2 inch nozzle connections with 7-1/2 threads per inch, 3-2/32 inch O.D., one 4-1/2 inch pumper nozzle connection with 6 threads per inch, 4-20/32 inch O.D., 1 inch square operating nut opening clockwise, nozzle caps secured with heavy chains, and traffic flange with no flow separation. Upper standpipe shall be 16 inches to provide a nozzle height of at least 24 inches above grade. Paint hydrants red with heavy-duty exterior enamel. Provide hydrants with depth of bury to match indicated water main depth. Hydrants shall be American Flow Control "Waterous Pacer WB-67"; no substitutions allowed.

Conform bedding and backfill materials to the requirements for water main pipe.

C Construction

Set fire hydrant in a plumb condition at location shown on plans to flange elevation indicated. Furnish offset fittings, hydrant extensions, or hydrants of different bury depths as incidentals to provide for flange elevation specified. Deviations from flange elevations of up to plus or minus 3 inches will be allowed. Install pumper nozzle of fire hydrant pointing toward street. Place approximately 1/2 cubic yard of clean, washed bedding stone from bottom of trench around hydrant elbow and up hydrant barrel. Take care to allow hydrant weep hole to freely drain into this stone pocket. Place and compact backfill as specified for water main pipe.

D Measurement

The department will measure Hydrant as each individual hydrant, 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.0060.09	Hydrant	EACH

Payment is full compensation for furnishing and installing the hydrant, gravel pocket, and any offset fittings or extensions required; and for all excavating and backfilling.

**32. Corporation Stop and Curb Stop 1-Inch, Item SPV.0060.10;
Corporation Stop and Curb Stop 2-Inch, Item SPV.0060.11.**

A Description

This special provision describes furnishing and installing water service corporation stops at water main and curb stops and boxes for water services as shown on the plans and as hereinafter provided.

B Materials

For corporation stops serving as shutoff valves on service taps on main, provide stops conforming to AWWA C800 and having compression joint outlet; Ford FB1000-Series or Mueller equivalent; no substitutions allowed. Provide conductive-type service clamp or saddle if thickness of water main does not allow 3 full threads engagement by corporation stop.

For curb stops serving as shutoff valves near property line on services, provide inverted key stops conforming to AWWA C800 and having compressed type joints; Ford B44-Series or Mueller equivalent; no substitutions allowed.

Provide cast iron curb stop boxes, minimum 1-1/4 in. inside diameter, Minneapolis pattern, with 7 to 8 feet extension. Include cast iron lids with pentagon bolt. Box shall be coated with one mil thickness of bituminous coating.

In conforming to AWWA C800, any brass parts of corporation stops and curb stops in contact with potable water shall be made of "no lead" brass having a lead content less than or equal to 0.25% by weight. A marking identifying the "no lead" content shall be cast or permanently stamped on stops.

Conform bedding and backfill materials to the requirements for water service pipe.

C Construction

Install water service corporation stop, curb stop, and box in conjunction with water service pipe to reconnect existing water services from water mains to be abandoned to new water mains, and to provide new water services to empty lots as shown on the plans or as directed by the engineer in the field. Install corporation stops between the mid line of the main and the center of the upper quadrant of the main on the same side as the building being serviced. Install corporation stops under pressure using a tapping machine. The machine shall be capable of retrieving coupon and cuttings. Install corporation stops with a minimum of 3 full threads and with the shutoff on the top face.

Locate curb stops as indicated on the plans. Install stop boxes in a plumb condition and check that they are free from sand or other debris and fully operational. Reset boxes to match adjacent ground or sidewalk at the time of sidewalk and terrace finishing.

Place and compact backfill as specified for water service pipe.

D Measurement

The department will measure Corporation Stop and Curb Stop (diameter) as each individual set of corporation stop, curb stop, and curb stop box, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Corporation Stop and Curb Stop 1-Inch	EACH
SPV.0060.11	Corporation Stop and Curb Stop 2-Inch	EACH

Payment is full compensation for furnishing and installing the corporation stop, curb stop, and curb stop box; and for all excavating and backfilling.

33. Connect to Existing Water Main, Item SPV.0060.12.

A Description

This special provision describes connecting new water main to existing water main as shown on the plans and as hereinafter provided.

B Materials

Conform materials required for connection to existing water main to the requirements of ductile iron water main fittings including mechanical joint cutting-in sleeves, plugs, and couplings. Provide conductivity connectors complying with ductile iron water main and ductile iron water main fittings provisions on all water main connection materials.

C Construction

Make connections to existing water mains at the locations shown on the plans. Excavate and expose existing water main at the location of connection to determine the exact location and elevation of the existing pipe, coordinate with the local water utility personnel for the temporary shutdown of the existing water main and notify all affected businesses and residences of the time and approximate duration of the shutdown. Place and compact backfill as specified for water main pipe.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Connect to Existing Water Main	EACH

Payment is full compensation for the connection of new water main to existing water main including excavating and exposing existing water main; coordination with local water utility; notifications to affected properties; furnishing and installing required fittings and couplings; and backfilling the excavation.

34. Construction Staking Water Main Structure, Item SPV.0060.13.

A Description

This special provision describes the contractor-performed construction staking required to establish the horizontal and vertical for water main structures. Perform work according to the applicable provisions of standard spec 650 and as hereinafter provided.

B (Vacant)

C Construction

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate mainline valve, curb stop, and hydrant stakes to within 0.02 feet horizontally and establish the grade elevation to within 0.01 feet vertically. Adjust staking to match existing ground and constructed slopes as necessary.

D Measurement

The department will measure Construction Staking Water Main Structure by each individual structure, acceptably staked.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Construction Staking Water Main Structure	EACH

Payment is full compensation for locating and setting all construction stakes; for adjusting stakes to ensure compatibility with existing field conditions; and for relocating and resetting damaged or missing construction stakes.

35. Abandon Sanitary Manhole, Item SPV.0060.14.

A Description

This special provision describes abandoning existing sanitary manholes as shown on the plans, and according to the applicable provisions of standard spec 204 and as hereinafter provided.

B Materials

Granular backfill shall comply with the requirements of standard spec 209.2, modified such that the backfill consists substantially of material with all particles retained on the 1-1/2 inch sieve removed.

C Construction

Clean manhole to be abandoned thoroughly. Remove casting and walls of manhole to at least 2 feet below subgrade and perforate bottom of manhole for drainage. Fill manhole with granular backfill.

D Measurement

The department will measure Abandon Sanitary Manhole as each individual manhole, acceptably abandoned.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.14	Abandon Sanitary Manhole	EACH

Payment is full compensation for excavating; for removing and perforating designated portions of manhole; and for furnishing and placing granular backfill.

**36. Sanitary Manhole Covers Type J-S, Item SPV.0060.15;
Sanitary Manhole Covers Type J-S-30, Item SPV.0060.25**

A Description

This special provision describes furnishing and installing sanitary sewer manhole covers, including adjusting rings and chimney seals, on sanitary sewer manholes as shown on the plans, and according to the applicable provisions of standard spec 611 and as hereinafter provided.

B Materials

For Type J-S, provide Type J-S manhole cover as shown on S.D.D 8A5. For Type J-S-30, provide Neenah R-1740-B frame and lid with self-seal gasket.

Provide expanded polypropylene grade adjusting rings manufactured using high compression molding process to produce rings with a finished density of 7.5 pcf. Include manufacturer's adhesive/sealant. Provide Cretex "Pro-Ring"; no substitutions allowed.

Provide chimney seals consisting of external, flexible rubber sleeve and stainless steel compression bands (if compression bands are required by manufacturer) designed to prevent leakage of water into manhole in adjusting ring area between manhole frame and top of cone or flat top. Seal shall remain flexible, allowing repeated vertical movements of frame due to frost lift, ground movement, or other causes of up to 2 in. and/or repeated horizontal movements of frame due to thermal movement of pavement or other causes of up to 1/2 in. for a 20 year design life. Provide Adaptor, Inc. "I/E.A. Seal", Cretex Specialty Products "External Manhole Chimney Seal", Sealing Systems, Inc. "Infi-Shield Uniband", or approved equal.

C Construction

Bring manhole cover flush with the designated grade with 4 to 12 inches of adjusting rings, each ring being 4 inches or less. Clean the top of the manhole cone or cover so it is free of dirt and debris before installing the adjusting rings with manufacturer approved sealant. Place two beads of sealant between concrete manhole surface and initial adjusting ring. Install remaining rings by manufacturer's recommended practices to an elevation and slope so that cover will align with grade and slope of proposed finished pavement or grade. Install cover on adjusting rings using two beads of sealant between top adjusting ring and manhole frame.

Install an external chimney seal to cover all adjusting rings and extend to a minimum depth of 4 inches over cone of manhole at the bottom and over flange of manhole frame at the top.

Take care during subsequent construction activities to not disturb the water tight integrity of the manhole cover adjustment. Reset any disturbed covers according to these provisions.

D Measurement

The department will measure Sanitary Manhole Covers as each individual cover, 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.0060.15	Sanitary Manhole Covers Type J-S	EACH
SPV.0060.25	Sanitary Manhole Covers Type J-S-30	EACH

Payment is full compensation for all materials and work including furnishing and installing new cover, adjusting rings, joint materials, and chimney seal.

37. Tracer Wire Access Box, Item SPV.0060.16.

A Description

This special provision describes furnishing and installing access boxes for sanitary lateral tracer wire as shown on the plans and as hereinafter provided.

B Materials

Provide non-traffic rated ABS plastic access box with cast iron rim and lid, flared base, 2-1/2 in. shaft diameter, and minimum 18 in. shaft length. The lid shall be locked and opened with standard pentagon head key wrench and shall be marked "SEWER". Two stainless steel terminal screws for attachment of tracer wire shall be mounted on underside of lid. Provide Copperhead Industries "SnakePit Test Station", Bingham & Taylor "Cathodic Test Box", Valvco "Tracer Wire Access Box", or approved equal.

C Construction

Install access boxes in conjunction with sanitary lateral tracer wire as described in "Sanitary Lateral (diameter)" special provision. Place and compact backfill as specified for sanitary laterals.

D Measurement

The department will measure Tracer Wire Access Box as each box, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.16	Tracer Wire Access Box	EACH

Payment is full compensation for furnishing and installing the access box for sanitary lateral tracer wire; and for all excavating and backfilling.

**38. 8 x 4-Inch Wye, Item SPV.0060.17;
8 x 6-Inch Wye, Item SPV.0060.18;
10 x 4-Inch Wye, Item SPV.0060.19;
10 x 6-Inch Wye, Item SPV.0060.20.**

A Description

This special provision describes furnishing and installing sanitary sewer wyes as shown on the plans and as hereinafter provided.

B Materials

Wyes shall be in-line type fittings consisting of a standard or short length of the specified main sewer material with a factory fabricated spur attached. Joining of spur to main line pipe shall provide strength, water-tightness, and a flush inside surface of the main line pipe.

Fittings where laterals will not be extended shall be blocked with manufacturer's standard or other approved stoppers, suitable to withstand pressure of leakage tests.

Conform bedding and backfill materials to the requirements for sanitary sewer pipe.

C Construction

Install wye connections at locations shown or at locations designated by the engineer. Install wye fittings at an angle of 45 deg up from the horizontal, unless otherwise indicated. Place and compact backfill materials as specified for sanitary sewer pipe.

D Measurement

The department will measure (size) Wye as each individual wye, acceptably installed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.17	8 x 4-Inch Wye	EACH
SPV.0060.18	8 x 6-Inch Wye	EACH

SPV.0060.19	10 x 4-Inch Wye	EACH
SPV.0060.20	10 x 6-Inch Wye	EACH

Payment is full compensation for furnishing and installing wye; and for all excavating and backfilling.

39. Connect Pipe to Existing Sanitary, Item SPV.0060.21.

A Description

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

B Materials

Provide couplings to connect new pipe to existing pipe which comply with ASTM C1173 and have a rubber or elastomeric sleeve and stainless steel band assembly fabricated to mate with outer diameter of pipes to be joined; Fernco "Strong Back RC 5000 Series".

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

C Construction

Make connections to existing sanitary sewer at the locations shown on the plans. Excavate to expose existing sanitary pipe at the location of connection to determine exact location and elevation of the existing pipe. Make connection by installing coupling according to manufacturer's recommendations. Place and compact backfill as specified for sanitary sewer pipe.

D Measurement

The department will measure Connect Pipe to Existing Sanitary as each individual connection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.21	Connect Pipe to Existing Sanitary	EACH

Payment is full compensation for the connection of new sanitary sewer main to existing sanitary sewer main including all couplings, fittings, and miscellaneous materials required for the connection; and for excavating and backfilling.

40. Connect Manhole to Existing Manhole, Item SPV.0060.22.

A Description

This special provision describes connecting new sanitary manhole risers to existing brick/block sanitary manholes, including connecting to existing outside or inside drop entrances, as shown on the plans and as hereinafter provided.

B Materials

To connect to existing outside or inside drop entrances, provide PVC sanitary sewer pipe and fittings, ASTM D3034, SDR-35, with elastomeric gasket or solvent weld joints.

For new connection to existing inside drop entrances, provide RELINER/Duran Inc.'s Inside Drop Bowl. The size of the bowl and drop pipe shall match the size of the main entering the manhole.

C Construction

Make connections to existing sanitary sewer manholes at the locations shown on the plans. Excavate to expose existing sanitary manhole at the location of connection to determine exact location and elevation of the connection.

Sawcut top of existing manhole masonry to remain. Fill or grout exposed surface of masonry as needed to prepare surface for placement of new manhole risers. Construct a watertight joint where connecting new risers to existing manhole masonry.

Provide piping, fittings, and accessories to connect to existing outside and/or inside drop entrance(s) as shown on the plan details.

Place and compact backfill as specified for sanitary sewer pipe.

D Measurement

The department will measure Connect Manhole to Existing Manhole as each individual connection, 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.0060.22	Connect Manhole to Existing Manhole	EACH

Payment is full compensation for the connection of new sanitary manhole risers to existing brick/block sanitary manhole including all pipe, fittings, drop bowls, and miscellaneous materials required for the connection; and for all excavating and backfilling.

Payment for new manhole risers will be under the special provision for Sanitary Manhole 4-Foot.

41. Construction Staking Sanitary Structure, Item SPV.0060.23.

A Description

This special provision describes the contractor-performed construction staking required to establish the horizontal and vertical for sanitary structures. Perform work according to the applicable provisions of standard spec 650 and as hereinafter provided.

B (Vacant)

C Construction

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate sanitary manhole and sanitary lateral tracer wire access box stakes to within 0.02 feet horizontally and establish the grade elevation to within 0.01 feet vertically. Adjust staking to match existing ground and constructed slopes as necessary.

D Measurement

The department will measure Construction Staking Sanitary Structure by each individual structure, acceptably staked.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.23	Construction Staking Sanitary Structure	EACH

Payment is full compensation for locating and setting all construction stakes; for adjusting stakes to ensure compatibility with existing field conditions; and for relocating and resetting damaged or missing construction stakes.

42. Decorative Lighting Unit Type A, Item SPV.0060.24.

A Description

This special provision describes furnishing and installing decorative lighting poles and fixtures as specified below and conforming to relevant portions of standard spec 657 and 659.

B Materials

B.1 Lighting Units, General

Provide pre-engineered lighting units complete with accessories as shown on the plans and manufactured and warranted by a single manufacturer. Manufacturer must certify continuous production of the specified elements and demonstrate viability and capability to ensure future supply of replacement

and spare parts and complete assemblies. Manufacturer must warrant complete electrical assembly for a period of 5 years against defects in workmanship or materials.

All materials shall be manufactured by Holophane (contact Jesse Chuckel at JChuckel@Holophane.com).

B.2 Pole

Decorative Pole shall be Holophane CHA 10 L5J 16 P07 ABG TDC R114B FGIUS_S TDC.

- Pole shall be rated for 90 mph sustained wind velocity and 117 mph gust velocity according to AASHTO standards when fully loaded with accessories as shown on the plans.
- The shaft shall be constructed of extruded 6061-T6 aluminum according to the requirements of ASTM B221. The pole shall be of sufficient nominal thickness to meet the design requirements without the use of internal reinforcing sleeves. No longitudinal welds shall be allowed.
- The base shall be a one-piece cast decorative structural base of aluminum alloy. The base shall be joined to the shaft by means of a complete circumferential weld. The base shall have a cast aluminum access door fastened to the base with tamper resistant screws. The base shall have provisions for grounding by the use of a lug (with drilled and tapped hole) cast to the inside of the structural base opposite to and accessible throughout the access door. Slip-over, clamshell or other multiple piece post designs are not acceptable.
- An integral 3-inch OD steel tenon shall be provided to accept specified fixture. Tenon shall be separated from shaft by transitional donut.
- The extruded pole shaft shall be configured in a track lock orientation, utilizing a dovetail track system. The exterior of the track lock profile shall be constructed for modular accessory attachments that can be moved or changed after initial installation. The interior of the track lock profile shall allow for five independent and separate wiring raceways for initial assembly and post installation wiring flexibility.

Pole height and base dimensions shall be as shown on the plans.

B.3 Luminaire

Luminaire shall be Holophane PUCL2 P20 40K AS RAL7037 L3 N P7E.

- Luminaire shall be a post top fixture in full-cutoff configuration.
- Optics shall be borosilicate glass.
- Fixture shall be rated for 40 C.
- Housing shall be of low copper content (0.6%) or less.
- Dimming driver shall be standard.
- 10kv/10ka surge suppression shall be standard.
- Fixture optics shall be IP65 rated.
- Optics shall be Type 3.
- Fixture shall have a minimum of L79 at 100,000 hours.
- Fixture must include roam components that are fully compatible with the existing roam network and allow full native functionality.

Complete luminaire assembly shall be vibration tested by the manufacturer. The test shall verify that the luminaire is capable of withstanding, for an unlimited duration, stresses caused by peak vibrational accelerations of at least 1g. The test results shall show no structural damage to the luminaire enclosure, no reduction in electrical spacing and no loosening of fasteners sufficient to allow the release of any fixed integral component.

Fixture must include ROAM components that are fully compatible with the existing ROAM network and allow full native functionality.

B.4 Accessories

ROAM Wireless enabled communication device shall be included. ROAM part number shall be REN127 DV1 0 G M50.

Duplex outlet shall be 20 amp, 125 volt, ground fault interrupter receptacle recessed in the post. Receptacle and cover shall mount to outlet provision box, recessed in the post shaft, with gasket and stainless steel screws. Outlet box and cover shall be finished in same process as poles and luminaires

Banner arms shall consist of a round extruded aluminum pipe 1-inch in diameter with cast aluminum decorative end cap. Banner arms shall allow for a 24-inch banner as shown on the plans. Banner arm assemblies shall be finished in same process as poles and luminaires. Clamp-on or banded banner arms are not acceptable. Banner arm height must be field adjustable.

Flagpole holders shall be one-piece construction. The holders shall consist of a piece of aluminum tubing welded at 45 degrees to a mounting plate. The flagpole holders shall be aluminum, ASTM 6061 alloy,

heat treated to a T6 temper. Flagpole holders shall be finished in same process as poles and luminaires. Clamp-on or banded flagpole holders are not acceptable. Flagpole holder height must be field adjustable.

B.5 Finish

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

All exposed hardware shall be stainless steel.

C Construction

Construct and install decorative lighting units according to the manufacturer's specifications and conforming to relevant portion of standard spec 657 and 659.

D Measurement

The department will measure Decorative Lighting Unit Type A by each individual decorative lighting unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.24	Decorative Lighting Unit Type A	EACH

Payment is full compensation for furnishing and installing all materials including poles, luminaire arms, luminaires, accessories, fittings, grounding lugs, hardware, and attachments; and for luminaire fusing.

43. Bore and Jack 36-Inch Casing Steel, Item SPV.0090.01; Bore and Jack 20-Inch Casing Steel, Item SPV.0090.02; Bore and Jack 16-Inch Casing Steel, Item SPV.0090.03.

A Description

This special provision describes furnishing and boring and jacking steel casing pipe as shown on the plans and as hereinafter provided.

B Materials

Provide casing pipe consisting of new steel pipe with continuously welded joints, ASTM A139, Grade B, or ASTM A53, Grade B. Wall thickness shall be as shown on the plan details. Pipe coating and liner are not required.

C Construction

Install casing pipe at line and grade that will allow carrier pipe to be installed at the elevation and grade indicated on the plans.

Place casing pipe by boring and jacking method. Remove earth in front of pipe by means of an inserted auger (or by hand if pipe size permits). Advance pipe by means of jacks. Use a jacking collar, timbers, and other means as necessary to protect driven end of pipe from damage.

Steel casing pipe may be installed in sections with field joints welded according to ASME Code Requirements for single-welded butt joints.

D Measurement

The department will measure Bore and Jack (size) Casing Steel by the linear foot, acceptably completed.

E Basis of 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	Bore and Jack 36-Inch Casing Steel	LF
SPV.0090.02	Bore and Jack 20-Inch Casing Steel	LF

Payment is full compensation for furnishing and installing the casing pipe; and for all boring pit excavating and backfilling.

The carrier pipe within the casing will be measured and paid for separately under its applicable pipe item.

44. Storm Sewer Pipe Reinforced Concrete Class III 18-Inch in Casing, Item SPV.0090.04.

A Description

This special provision describes furnishing and installing storm sewer pipe inside a steel casing pipe as shown on the plans and as hereinafter provided.

B Materials

B.1 Storm Sewer Carrier Pipe

Provide reinforced concrete pipe meeting the requirements of standard spec 608.

B.2 Pre-Manufactured Casing Spacers

Provide pre-manufactured casing spacers intended to position carrier pipe in casing and restrain against movement (including floatation). Casing spacers shall consist of stainless steel or epoxy-polymer-coated steel band and risers, elastomeric liner, abrasion resistant polymer skids/runners, and stainless steel fasteners.

B.3 Pre-Manufactured Casing End Seals

Provide pre-manufactured synthetic rubber casing end seal with minimum 1/8 in. thickness and stainless steel band and fasteners.

C Construction

Install carrier pipe in casing. Join pipe according to standard spec 608.

Support carrier pipe for its entire length either by means of hardwood planks strapped to pipe in such a way as to support pipe and prevent it from resting on casing pipe, or by means of pre-manufactured casing spacers designed for casing pipe use. Space and install pre-manufactured casing spacers according to the manufacturer's recommendations based on type and diameter of carrier pipe.

Fill void space between casing and carrier pipes with blown sand.

Seal ends of casing with pre-manufactured casing end seals. Alternatively, casing pipe may be sealed using a 12 in. concrete bulkhead. Place 15 lb asphalt-impregnated felt between concrete and carrier pipe.

D Measurement

The department will measure Storm Sewer Pipe Reinforced Concrete Class III 18-Inch in Casing by the linear foot of pipe, acceptably installed in casing.

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	Storm Sewer Pipe Reinforced Concrete Class III 18-Inch in Casing	LF

Payment is full compensation for furnishing and installing the carrier pipe, blocking carrier pipe, and filling and sealing casing pipe.

The casing pipe will be paid for separately under its applicable pipe item.

45. Water Main DI 8-Inch in Casing, Item SPV.0090.05.

A Description

This special provision describes furnishing and installing water main pipe inside a steel casing pipe as shown on the plans and as hereinafter provided.

B Materials

B.1 Water Main Carrier Pipe

Provide ductile iron water main pipe conforming to AWWA C151, minimum Class 50. For pipe interior, provide standard thickness cement mortar lining according to the requirements of AWWA C104. For pipe exterior, provide bituminous seal coat according to the requirements of AWWA C151.

Provide AWWA C111 mechanical joints or slip joints of a make approved by the engineer. Furnish pipe with cable bond conductor or electrobond conductivity strips. Lead tipped gaskets or bronze wedges will not be allowed.

Provide joint restraint for entire length of carrier pipe to first joint beyond each end of casing. Acceptable restrained joints consist of the use of joint restraint gaskets on push-on joint pipe, use of Meg-A-Lug brand wedge action restraining glands on mechanical joint pipe and fittings, or approved equal. Standard mechanical joint retainer glands will not be acceptable.

Clearly mark all pipe and materials used in performance of the work as to strength, class, or grade. Pipe and materials not so marked shall be subject to rejection.

B.2 Pre-Manufactured Casing Spacers

Provide pre-manufactured casing spacers intended to position carrier pipe in casing and restrain against movement (including floatation). Casing spacers shall consist of stainless steel or epoxy-polymer-coated steel band and risers, elastomeric liner, abrasion resistant polymer skids/runners, and stainless steel fasteners.

B.3 Pre-Manufactured Casing End Seals

Provide pre-manufactured synthetic rubber casing end seal with minimum 1/8 in. thickness and stainless steel band and fasteners.

C Construction

Install carrier pipe in casing. Join pipe and perform disinfection, bacteriological testing, and hydrostatic testing as specified in the "Water Main DI (diameter)" special provision.

Support carrier pipe for its entire length either by means of hardwood planks strapped to pipe in such a way as to support pipe and prevent it from resting on casing pipe, or by means of pre-manufactured casing spacers designed for casing pipe use. Space and install pre-manufactured casing spacers according to the manufacturer's recommendations based on type and diameter of carrier pipe.

Fill void space between casing and carrier pipes with blown sand.

Seal ends of casing with pre-manufactured casing end seals. Alternatively, casing pipe may be sealed using a 12 in. concrete bulkhead. Place 15 lb asphalt-impregnated felt between concrete and carrier pipe.

D Measurement

The department will measure Water Main DI 8-Inch in Casing by the linear foot of pipe, acceptably installed in casing.

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	Water Main DI 8-Inch in Casing	LF

Payment is full compensation for furnishing and installing the carrier pipe with joint restraint, blocking carrier pipe, and filling and sealing casing pipe.

The casing pipe will be paid for separately under its applicable pipe item.

46. Sanitary Sewer PVC 8-Inch in Casing, Item SPV.0090.06.

A Description

This special provision describes furnishing and installing sanitary sewer pipe inside a steel casing pipe as shown on the plans and as hereinafter provided.

B Materials

B.1 Sanitary Sewer Carrier Pipe

Provide PVC sanitary sewer pipe, ASTM D3034, SDR-35, with electrometric gasket type joints.

B.2 Pre-Manufactured Casing Spacers

Provide pre-manufactured casing spacers intended to position carrier pipe in casing and restrain against movement (including floatation). Casing spacers shall consist of stainless steel or epoxy-polymer-coated steel band and risers, elastomeric liner, abrasion resistant polymer skids/runners, and stainless steel fasteners.

B.3 Pre-Manufactured Casing End Seals

Provide pre-manufactured synthetic rubber casing end seal with minimum 1/8 in. thickness and stainless steel band and fasteners.

C Construction

Install carrier pipe in casing. Join pipe and perform leakage and deflection testing as specified in the "Sanitary Sewer PVC (diameter)" special provision.

Support carrier pipe for its entire length either by means of hardwood planks strapped to pipe in such a way as to support pipe and prevent it from resting on casing pipe, or by means of pre-manufactured casing spacers designed for casing pipe use. Space and install pre-manufactured casing spacers according to the manufacturer's recommendations based on type and diameter of carrier pipe.

Fill void space between casing and carrier pipes with blown sand.

Seal ends of casing with pre-manufactured casing end seals.

D Measurement

The department will measure Sanitary Sewer PVC 8-Inch in Casing by the linear foot of pipe, acceptably installed in casing.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.06	Sanitary Sewer PVC 8-Inch in Casing	LF

Payment is full compensation for furnishing and installing the carrier pipe, blocking carrier pipe, and filling and sealing casing pipe.

The casing pipe will be paid for separately under its applicable pipe item.

47. Water Main DI 6-Inch, Item SPV.0090.07; Water Main DI 8-Inch, Item SPV.0090.08; Water Main DI 12-Inch, Item SPV.0090.09.

A Description

This special provision describes furnishing and installing water main as shown on the plans and as hereinafter provided.

B Materials

B.1 Pipe

Provide ductile iron water main pipe conforming to AWWA C151, minimum Class 50. For pipe interior, provide standard thickness cement mortar lining according to the requirements of AWWA C104. For pipe exterior, provide bituminous seal coat according to the requirements of AWWA C151.

Provide AWWA C111 mechanical joints or slip joints of a make approved by the engineer. Furnish pipe with cable bond conductor or electrobond conductivity strips capable of carrying a minimum of 400 amps of current. Lead tipped gaskets or bronze wedges will not be allowed.

Provide joint restraint at all fittings, valves, hydrants and between pipe sections for the minimum length shown in Table 1 below. Do not use blocking with concrete to restrain joints. Acceptable restrained joints

consist of the use of joint restraint gaskets on push-on joint pipe, use of Meg-A-Lug brand wedge action restraining glands on mechanical joint pipe and fittings, or approved equal. Standard mechanical joint retainer glands will not be acceptable.

TABLE 1
RESTRAINED PIPE LENGTH CHART
Minimum Length Requiring Restraint in Feet⁽¹⁾

<u>Fitting Type</u>	<u>6-Inch</u>	<u>8-Inch</u>	<u>10-Inch</u>	<u>12-Inch</u>
11.25-Degree Bend	10	10	10	10
22.5-Degree Bend	10	10	10	10
45-Degree Bend	10	10	10	10
90-Degree Bend	18	18	18	27
45-Degree Vertical Offset	10	18	18	27
Tee ⁽²⁾ - Runs	10	10	10	10
Tee ⁽²⁾ - Branch	10	10	18	27
Stub or Dead End	18	27	27	36
Valve ⁽³⁾	18	27	27	36

(1) Minimum length of pipe in feet to be tied together in each required direction from the fitting listed.

(2) Branch size no bigger than run size. Also applicable to cross with plugged end.

(3) For in-line valve, if pipe on both sides of valve is clear of bends, tees, and other flow interruption devices for the indicated restraint length, only valve joints need be restrained.

Clearly mark all pipe and materials used in performance of the work as to strength, class, or grade. Pipe and materials not so marked shall be subject to rejection.

B.2 Fittings

Provide mechanical joint ductile iron short bodied fittings conforming to AWWA C153, Class 350. Any fittings which are unavailable in short bodied ductile iron may be furnished in full body ductile iron conforming to AWWA C110 and AWWA C111. Equip fittings with conductive devices conforming to the requirements of water main cadwelded in place.

B.3 Granular Bedding and Backfill

Materials complying with the requirements of standard spec 608.2.2.

C Construction

C.1 Trenching and Backfilling

Excavate and finish the trench to the depth required to provide a uniform base for the placement of 4 inches of granular bedding beneath the pipe. Level granular bedding to provide continuous bearing and support for the pipe. Following installation of the pipe, place granular backfill around the pipe, carefully worked under the haunches of the pipe and extended to one foot above the top of the pipe. Material native to the trench may be used for bedding and initial backfill provided it meets the requirements specified above for granular bedding and backfill.

Provide minimum depth of cover for water main as indicated on plans. Additional depth may be required to clear other utilities. When water main cross over or under sewers or force main, maintain minimum vertical separation as required by State and local codes. Determine required pipe profile to meet depth of cover requirements. If water main is installed prior to sewers on this project, and conflicts are discovered, adjust water pipe location at no additional cost.

Place trench backfill from 1 foot above the top of the pipe to the top of the subgrade in layers no more than 8 inches thick after compaction. Mechanically compact the entire length of each layer to the same degree as the material next to the trench before placing the next layer.

Re-compact backfill material not meeting the above compaction requirements at no additional cost. Cost for additional testing required on re-compacted materials shall be at the contractor's expense.

Maximum allowable trench width from bottom of trench to top of pipe shall be 36 inches.

C.2 Material Inspection

Inspect pipe, fittings, and appurtenances for defects when delivered to the job site and prior to lowering into the trench. Remove defective material from the job site. All material shall be clean and free of deleterious substances prior to use in the work.

C.3 Laying and Jointing

Lay pipe accurately to the line and grade as designated. Preparatory to making pipe joints, clean all surfaces of the portions of the pipe to be joined or of the factory made jointing material. Remove all coatings, rust, and scale from the spigot and the bell.

After placing a length of pipe in the trench, center the spigot end in the bell, force the pipe home, and bring pipe to correct line and grade according to the pipe manufacturer's recommendations for the type of joint.

Push pipe home by using a cross member and levers or jacks. It will not be permissible to push pipe home with motor powered excavation equipment.

Conform the maximum joint deflection for the various sizes and types of joints to the manufacturer's recommendations.

Install fittings at locations shown on the plans and at locations directed by the engineer in the field as dictated by field conditions.

Restrain joints as specified under the "Materials" portions of this special provision.

Secure the pipe in place with approved backfill material tamped around it except at the bells. Keep trenches water-free and as dry as possible during bedding, laying, and jointing and for as long a period as required to permit proper execution of the work.

At times when piping laying is not in progress, close the open ends of pipe with plugs to prevent the entry of foreign material. Remove all foreign material from the pipe prior to acceptance.

C.4 Dewatering

Keep the trench free of water during water main installation. Provide all dewatering measures necessary to maintain a water free trench including but not limited to DNR permits and management of pumped water to prevent erosion and siltation downstream of point of discharge. Dewatering shall be considered incidental to this item of work.

C.5 Removing Existing Pipe

Removals of existing water pipes, including existing valves not designated for salvage, required as part of new water main construction shall be performed as incidentals to this item of work.

C.6 Disinfection and Bacteriological Tests

Disinfect and conduct bacteriological tests on water main according to AWWA C651.

During installation, place calcium hypochlorite granules in water main. Upon completion, fill main with water and allow to stand for 24 hr. Operate intermediate valves during sterilization process. Keep piping being chlorinated isolated from lines in service.

After disinfection, flush main and test water for coliform bacteria.

1. Take two sets of samples at representative locations. Either take an initial set of samples and then resample again after a minimum of 16 hr (AWWA C651 Option A) or let main sit for a minimum of 16 hr without use and then without flushing collect two sets of samples a minimum of 15 minutes apart while sampling taps are left running (AWWA C651 Option B).
2. For new mains, sets of samples shall be collected every 1200 feet of new main, plus one set from end of line and at least one set from each branch greater than one pipe length.
3. Test samples for bacteriological quality according to AWWA "Standard Methods for the Examination of Water and Wastewater". Tests shall show the absence of coliform bacteria.
4. If tests show the presence of coliform bacteria, rechlorinate main and repeat tests until satisfactory results are obtained.

Main shall not be connected to the active water system until satisfactory bacteriological test results are obtained. Fittings, taps, and extra work involved in sampling or rechlorinating to meet this requirement shall be provided by contractor at no extra cost.

The cost of disinfection and bacteriological testing and reporting, shall be included in the price as bid under Water Main Pipe.

C.7 Hydrostatic Tests

Conduct hydrostatic pressure tests and leakage tests of all joints according to the requirements of AWWA C600. During performance of the hydrostatic pressure test, subject main to a minimum pressure of 150 psi for at least 2 hours. Remove all air from the water main during testing by flushing and by installing corporations at high points.

Prior to conducting the pressure and leakage test, backfill the trench for its full depth. Adequately block and tie all bends and special connections to the main prior to the test. Correct all damage caused to the water main or its appurtenances during performance of these tests at no additional cost.

Keep a record of all tests performed. Show the individual lengths of main tested and test results.

Where connections are made to existing mains, provide the necessary hydrostatic tests on all new mains installed. This may require, but is not limited to, the installation of temporary valves to isolate the new system from the existing system. Furnish all materials, work and equipment necessary for this work, except that the City of Wausau will furnish the pressure gauges for the tests.

Notify the City of Wausau 48 hours prior to conducting testing. The city will provide an inspector to observe the tests.

C.8 Continuity Tests

A final conductivity test may be made on each section of line by the Wausau Water Utility. The contractor shall, at the request of the Wausau Water Utility provide any assistance in performing those tests. Any failing test(s) shall require the contractor to locate and correct the point(s) of failure. Any assistance provided or correction of failing tests shall be made at the contractor's expense.

C.9 Order of Doing Work

Install and test all new water main prior to connection to existing facilities.

In placing the new water main into service and connecting existing facilities, take care to minimize water outage times. Outages of up to 4 hours are acceptable. Notify all existing water users of the time and estimated duration of water outage required for connections. Provide a minimum of 24 hours' notice.

Outages beyond 4 hours shall require that a temporary water service be installed, unless permission to extend the outage is approved by the engineer and individual users 24 hours prior to outage.

Maintain service and provide the minimum notice of interruptions as specified above, in all water mains connecting to the water mains being replaced. This may require partial testing and disinfection of the new water main and/or installing temporary valves prior to disturbing an existing water main connection. Partial testing and temporary valves (if required) shall be incidental to water main work.

D Measurement

The department will measure Water Main DI (diameter) by the linear foot, acceptably completed. Measurement will be through valves and fittings to centerline of connecting main, end of pipe, valve, or fitting.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.07	Water Main DI 6-Inch	LF
SPV.0090.08	Water Main DI 8-Inch	LF
SPV.0090.09	Water Main DI 12-Inch	LF

Payment is full compensation for furnishing and installing all materials, including water main, fittings, joint restraint, granular bedding and backfill, and miscellaneous materials which may be necessary to perform the installation; for testing; and for all excavating and backfilling.

**48. Water Service Copper 1-Inch, Item SPV.0090.10;
Water Service Copper 2-Inch, Item SPV.0090.11.**

A Description

This special provision describes furnishing and installing water service pipe from connection at the water main to connection at the existing water service at the street right-of-way line, or to the right-of-way line of empty lots without water service, as shown on the plans and as hereinafter provided.

B Materials

Provide water service pipe consisting of Type K annealed, copper tubing conforming to ASTM B88.

Fittings for copper tubing shall be "no lead" cast brass having a lead content of less than or equal to 0.25% by weight, uniform in wall thickness and strength, and free of defect which may affect serviceability. Connections shall be made with resilient seal compression type joints. Fittings shall be permanently and plainly marked with name or trademark of manufacturer and a marking identifying the "no lead" content of fitting.

C Construction

Install water services according to the plan details and according to the provisions of the "Water Main DI (diameter)" special provision. Install new water service pipe following successful testing of new water mains. Reconnect all existing water services to the new water mains. Install water services with an approximate 1 foot bend in the horizontal plane near the new water main and run without fittings to the new curb stop.

Bed and cover copper tubing with a minimum of 4 inches of clean sand.

Disinfect water service piping according to the requirements of the State Plumbing Code, Wis. Adm. Code, s. SPS 382.40.

Abandon existing services by shutting off existing corporation cock at existing main or curb stop and removing the existing curb box. Prior to shutting off of water for the change of service from old water main to new water main, notify the affected building occupants of the time of shut off and the expected duration of shutoff at least 24 hours in advance.

D Measurement

The department will measure Water Service Copper (diameter) by the horizontal linear foot, acceptably completed. Measurement will be from centerline of water main through fittings and valves to end of service.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.10	Water Service Copper 1-Inch	LF
SPV.0090.11	Water Service Copper 2-Inch	LF

Payment is full compensation for furnishing and installing all materials, including pipe, connection fittings (excluding corporation stop and curb stop), and sand bedding and cover; for abandonment of existing service and notification of building occupants; and for all excavating and backfilling.

49. Construction Staking Water Main Pipe, Item SPV.0090.12.

A Description

This special provision describes the contractor-performed construction staking required to establish the horizontal and vertical for water main pipe and fittings. Perform work according to the applicable provisions of standard spec 650 and as hereinafter provided.

B (Vacant)

C Construction

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate watermain pipe and fitting stakes to within 0.1 feet horizontally

and establish the grade elevation to within 0.1 feet vertically. Adjust staking to match existing ground and constructed slopes as necessary.

D Measurement

The department will measure Construction Staking Water Main Pipe by the linear foot of pipe and fittings, acceptably staked. Water service pipe will not be measured as part of this item.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.12	Construction Staking Water Main Pipe	LF

Payment is full compensation for locating and setting all construction stakes; for adjusting stakes to ensure compatibility with existing field conditions; and for relocating and resetting damaged or missing construction stakes.

50. Sanitary Sewer PVC 8-Inch, Item SPV.0090.13; Sanitary Sewer PVC 10-Inch, Item SPV.0090.14; Sanitary Sewer PVC 21-Inch, Item SPV.0090.15.

A Description

This special provision describes furnishing and installing new sanitary sewer as shown on the plans and as hereinafter provided.

B Materials

B.1 Pipe

Provide PVC sanitary sewer pipe with electrometric gasket type joints.

Pipe 15-inch diameter or less shall meet the requirements of ASTM D3024, SDR-35.

Pipe greater than 15-inch diameter shall meet the requirements of ASTM F679, PS-46.

B.2 Granular Bedding and Backfill

Materials complying with the requirements of standard spec 608.2.2.

C Construction

C.1 Trenching and Backfilling

Excavate and finish the trench to the depth required to provide a uniform base for the placement of 4 inches of granular bedding beneath the pipe. Level granular bedding to provide continuous bearing and support for the pipe. Following installation of the pipe, place granular backfill around the pipe, carefully worked under the haunches of the pipe and extended to one foot above the top of the pipe. Material native to the trench may be used for bedding and initial backfill provided it meets the requirements specified above for granular bedding and backfill.

Install sanitary sewer pipe to an elevation tolerance of plus or minus 0.03 feet of plan elevation or elevations provided on the grade sheet at any point along the pipe.

Place trench backfill from 1 foot above the top of the pipe to the top of the subgrade in layers no more than 8 inches thick after compaction. Mechanically compact the entire length of each layer to the same degree as the material next to the trench before placing the next layer.

Re-compact backfill material not meeting the above compaction requirements at no additional cost. Cost for additional testing required on re-compacted materials shall be at the contractor's expense.

Maximum allowable trench width from bottom of trench to top of pipe shall be 36 inches.

C.2 Material Inspection

Inspect pipe, fittings and appurtenances for defects when delivered to the job site and prior to lowering into the trench. Defective material shall be removed from the job site. All material shall be clean and free of deleterious substances prior to use in the work.

C.3 Pipe Joining

Conform joint materials and methods to manufacturer's recommendations. Make rubber-type gasket joint using lubricant of vegetable origin. If rubber gasket is O-Ring type, lubricate groove in spigot before setting gasket.

Install tee or wye connections at location for each service. Tees or wyes may be used for risers; wyes shall be used for laterals. Install wye fittings at an angle of 45 deg up from the horizontal. Direct tee fittings vertically.

C.4 Maintaining Service

Maintain sewage service during construction. Pumping sewage around the work site and any other temporary measures required will be considered incidental to this item of work.

C.5 Dewatering

Keep the trench free of water during sanitary sewer installation. Provide all dewatering measures necessary to maintain a water free trench including but not limited to DNR permits and management of pumped water to prevent erosion and siltation downstream of point of discharge. Dewatering shall be considered incidental to this item of work.

C.6 Removing Existing Pipe

Removals of existing sewer pipes required as part of new sanitary sewer construction shall be performed as incidentals to this item of work.

If existing pipe can be crushed and broken into pieces no larger than 6 inches in size, it may be mixed into and compacted with backfill soil that is 1 foot or more above the top of the new pipe. Pipe that cannot be crushed shall be completely removed from the ground and disposed of.

C.7 Leakage Testing

Provide leakage testing of all sewer piping using air testing. Conduct testing according to ASTM F1417.

Furnish test plugs, air compressor, test gauges, stop watch and experienced personnel for conducting tests. Test pressure shall be based on an average of 3.5 psig net with length of test and allowable air loss according to ASTM F1417. Seal and brace wyes, tees, laterals, and plugs to withstand 5 psig pressure.

Notify the City of Wausau 48 hours prior to conducting testing. The city will provide an inspector to observe the tests.

C.8 Deflection Testing

Perform deflection tests on all PVC plastic pipe after final backfill is placed. Test in presence of engineer. Deflection shall be limited to 5 percent of base inside pipe diameter if tested within 30 days of placement of final backfill. Maximum deflection shall not exceed 7.5 percent of base inside pipe diameter when testing occurs more than 30 days after placement of final backfill. Supply a rigid ball, mandrel, or other approved device of proper size, and pull it manually without mechanical assistance through sewer; failure to pass freely shall be cause for rejection of sewer.

D Measurement

The department will measure Sanitary Sewer PVC (diameter) by the linear foot, acceptably completed. Measurement will be from center to center of new or existing manholes or to end of sewer pipe not terminating in a manhole. New sewers which begin at an existing connection 6-inch or more outside an existing manhole wall will be measured from the connection.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.13	Sanitary Sewer PVC 8-Inch	LF
SPV.0090.14	Sanitary Sewer PVC 10-Inch	LF
SPV.0090.15	Sanitary Sewer PVC 21-Inch	LF

Payment is full compensation for furnishing and installing all materials, including pipe and granular bedding and backfill; for testing; for sewage bypass pumping; and for all excavating and backfilling.

**51. Sanitary Lateral PVC 4-Inch, Item SPV.0090.16;
Sanitary Lateral PVC 6-Inch, Item SPV.0090.17.**

A Description

This special provision describes furnishing and installing sanitary laterals from connection at the sanitary sewer main to connection at the existing sanitary lateral at the street right-of-way line, or to the right-of-way line of empty lots without sewer service, as shown on the plans or as hereinafter provided.

B Materials

Provide PVC pipe and fittings, ASTM D1785, Sch. 40, with solvent weld type joints.

Gravity pipe couplings shall be ASTM C1173, rubber or elastomeric sleeve and stainless band assembly fabricated to mate with OD of pipes to be joined, for nonpressure joints.

Tracer wire shall be No. 12 AWG solid single copper wire with green plastic coating.

Grounding rods shall be 3/8 in. x 12 in. long copper clad steel.

C Construction

Install sanitary laterals according to the plan details and according to the provisions of the "Sanitary Sewer PVC (diameter)" special provision. Connect new lateral to existing lateral using gravity pipe coupling. Include as incidental items of work any fittings and removals of existing services. Seal ends of abandoned segments of sanitary laterals that are left in place.

Install continuous, un-spliced tracer wire over each PVC sewer lateral from wye at sewer main to property line. Ground wire adjacent to wye by securely clamping or welding it to a grounding rod. Then loop wire around collar of wye fitting and attach wire to top of pipe at approximately 10-foot intervals.

- If a tracer wire access box is shown on the plans, bring tracer wire to grade at property line in the tracer wire access box. Attach wire to terminal screw on lid with sufficient slack left in wire length so that lid can be lifted approximately 18 in. from access box with wire intact.
- If a tracer wire access box is not shown on the plans, bond sanitary lateral tracer wire to adjacent water service curb stop box.

Energize installed tracer wire and verify that lateral can be located with tracing equipment.

D Measurement

The department will measure Sanitary Lateral PVC (diameter) by the horizontal linear foot, acceptably completed. Measurement will be from centerline of main sewer or centerline of manhole to end of service pipe.

Where service risers are required, they will be measured for payment as part of this item. Risers will be measured by the vertical linear foot from top of tee on main sewer to top of capped end or to invert of bend fitting. One riser fitted for two lateral connections will be measured for as one riser.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.16	Sanitary Lateral PVC 4-Inch	LF
SPV.0090.17	Sanitary Lateral PVC 6-Inch	LF

Payment is full compensation for furnishing and installing all materials, including pipe, fittings, couplings, tracer wire, grounding rod, and granular bedding and backfill; for removal or abandonment of existing service and notification of building occupants; and for all excavating and backfilling.

Tracer wire access boxes will be paid for separately.

52. Construction Staking Sanitary Pipe, Item SPV.0090.18.

A Description

This special provision describes the contractor-performed construction staking required to establish the horizontal and vertical for sanitary pipe and fittings. Perform work according to the applicable provisions of standard spec 650 and as hereinafter provided.

B (Vacant)

C Construction

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate sanitary pipe and fitting stakes to within 0.02 feet horizontally and establish the grade elevation to within 0.01 feet vertically. Adjust staking to match existing ground and constructed slopes as necessary.

D Measurement

The department will measure Construction Staking Sanitary Pipe by the linear foot of pipe and fittings, acceptably staked. Sanitary lateral pipe will not be measured as part of this item.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.18	Construction Staking Sanitary Pipe	LF

Payment is full compensation for locating and setting all construction stakes; for adjusting stakes to ensure compatibility with existing field conditions; and for relocating and resetting damaged or missing construction stakes.

53. Sanitary Sewer Televising, Item SPV.0090.19.

A Description

This special provision describes contractor-performed televising of new sanitary sewer following its construction.

B (Vacant)

C Construction

Perform television inspection of all sanitary sewers mains installed under this contract. The contractor shall employ a subcontractor, approved by the engineer, to televise sanitary sewer mains. Televising shall be conducted within 30 days after completion of the sanitary sewer installation and after all backfill has been placed and consolidated, but before paving is constructed. The subcontractor shall be a specialist in such work and shall submit a comprehensive written report and a video recording of the installed sewer pipe interior periphery to the engineer.

The contractor shall notify the engineer 48 hours prior to the commencement of this work. The City of Wausau will provide an inspector to observe all television inspection.

D Measurement

The department will measure Sanitary Sewer Televising by the linear foot of sanitary sewer televising, 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.0090.19	Sanitary Sewer Televising	LF

Payment is full compensation for furnishing all necessary equipment; for televising sewer; and for submitting required report and documentation.

54. Temporary Water Service, Item SPV.0105.01.

A Description

This special provision describes maintaining water services to existing buildings using temporary materials as shown on the plans and as hereinafter provided.

B Materials

Conform temporary water service materials to State Plumbing Code, Wis. Adm. Code, s. SPS 382.40, for use as water service.

C Construction

Install temporary water services from an acceptable municipal water source to affected buildings with disrupted service.

Temporary water service may be located above ground with temporary connections to an outside connection at each affected property.

A temporary water service is only required if a building cannot be disconnected from the existing water main and reconnected to the new main within the time limit specified in the "Water Main DI (diameter)" special provision.

Before beginning water main work, submit a written plan to engineer that describes how water service will be maintained to existing buildings and how many temporary services will be required. Contractor's plan shall attempt to minimize the number and duration of temporary services required. Plan the work such that temporary water service is not necessary for buildings with water services not directly connected to the water main being replaced.

D Measurement

The department will measure Temporary Water Service as a single lump sum for work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Temporary Water Service	LS

Payment is full compensation for preparing a temporary service plan; for furnishing and installing all materials; and for removing temporary service when no longer needed.

55. Crack and Damage Survey Sanitary Sewer Line, Item SPV.0105.02.

A Description

This special provision describes conducting a crack and damage survey of the deep interceptor sanitary sewer line between sanitary manhole 7 and sanitary manhole 11 and 50 feet east of manhole 11:

This Crack and Damage Survey shall consist of two parts. The first part, performed before construction activities, shall include video inspection, digital images, and a written report describing the existing defects in the sanitary line being inspected. The second part, performed after the construction activities, shall also include a video inspection, digital images, and written report describing any change in the sanitary sewer line condition.

B (Vacant)

C Construction

Before any construction activities, thoroughly inspect the sanitary sewer line for existing defects, including interior walls and joints. Electronically submit a written report with the inspector's name, date of inspection, descriptions and locations of defects, and digital images. The intent of the written report and digital images is to procure a record of the general physical condition of the sanitary sewer line's interior walls and joints.

Use a digital camera capable of producing sharp, grain free, high-contrast colored digital images with good shadow details. Label each digital image with the following information:

ID: _____
Interval (foot): _____
View looking: _____
Date: _____
Photographer: _____

Before the start of any construction activities related to this survey, submit a copy of the written report and digital images to the engineer electronically.

After the construction activities are complete, conduct another survey in the same manner, take digital images, and submit another written report to the engineer electronically.

Instead of digital images, a digital video camera capable of producing sharp, high contrast, colored digital video with good shadow detail may be used to perform this work.

D Measurement

The department will measure Crack and Damage Survey Sanitary Sewer Line as single complete lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Crack and Damage Survey Sanitary Sewer Line	LS

Payment is full compensation for providing the before and after written reports, and for photographs or video.

56. Locate Sanitary Sewer Line, Item SPV.0105.03.

A Description

This special provision describes locating the exact location of the deep interceptor sanitary sewer line adjacent to the sheet piling wall, Station 42+50 to Station 47+50, both horizontally and vertically.

B (Vacant)

C Construction

Before construction begins on the sheet piling cutoff wall, locate the deep interceptor sanitary sewer line.

Perform the work in

D Measurement

The department will measure Locate Sanitary Sewer Line as a single complete lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.03	Locate Sanitary Sewer Line	LS

Payment is full compensation for performing all work to locate the sanitary sewer; if excavated, backfilling the excavation with existing material; compacting the backfill and restoring the site; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

57. Wall Modular Block Mechanically Stabilized Earth Structure R-37-56, Item SPV.0165.01.

A Description

This special provision describes designing, furnishing materials and erecting a permanent earth retention system according to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years minimum.

This special provision describes the quality management program (QMP) for Mechanically Stabilized Earth (MSE) walls. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process that are related to the construction of the MSE wall, which meets all the requirements of this provision.

This special provision describes contractor quality control (QC) sampling and testing for backfill density testing, documenting those results, and documenting related production and placement process changes.

This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.

Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures.

B Materials

B.1 Proprietary Wall Systems

The supplied wall system must be from the department's approved list of Modular Block Mechanically Stabilized Earth Wall systems. Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The department maintains a list of pre-approved proprietary wall systems. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The location of the plant manufacturing the facing units shall be furnished to the engineer at least 14 days prior to the project delivery.

To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid closing date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared according to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance Section at the following email address: DOTDLStructuresFabrication@dot.wi.gov.

B.2 Design Requirements

It is the responsibility of the contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design is in compliance with the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit electronically to the engineer and Bureau of Structures for review and acceptance. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the WisDOT project identification number and structure number. Design calculations and notes shall be on 8 ½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the wall shall be in compliance with the current American Association of State Highway and Transportation Officials LRFD (AASHTO LRFD) Bridge Design Specifications with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current Standard Specifications for Highway and Structure Construction (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the Department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined according to Table 11.5.7-1 in AASHTO LRFD.

Design and construct the walls according to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer.

Walls parallel to supporting highway traffic shall be designed for the effects of highway surcharge loading equivalent of 2 feet soil surcharge weight or 240 psf. The design shall also consider the traffic barrier impact where applicable. Walls that do not carry highway traffic shall be designed for a live load surcharge of 100 psf according to Chapter 14 of the WisDOT LRFD Bridge Manual or as stated on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations showing Capacity Demand Ratio (CDR) for sliding, eccentricity, and bearing checks is provided by the department and are provided on the wall plans.

The design of the wall by the contractor shall consider the internal and compound stability of the wall mass according to AASHTO LRFD 11.10.6. The internal stability shall include soil reinforcement pullout, soil reinforcement rupture, and wall facing-reinforcement connection failure at each soil reinforcement level. The design shall be performed using the Simplified Method or Coherent Gravity Method. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

Wall facing units shall be designed according to AASHTO LRFD 11.10.2.3.

The minimum length of soil reinforcement measured from the back face of the wall shall be equal to 0.7 of the wall height, or as shown on the plan. In no case shall this length be less than 6.0 feet. The soil reinforcement length shall be the same from the bottom to the top of the wall. All soil reinforcement layers shall be connected to facings. The soil reinforcement shall extend a minimum of 3.0 feet beyond the theoretical failure plane in all cases. The maximum vertical spacing of soil reinforcement layers shall be two times the block depth (front face to back face) or 32 inches, whichever is less. The first (bottom) layer of reinforcement shall be placed no further than 12 inches above the top of the leveling pad or the height of the block, but at least one block height above the leveling pad. The last (top) layer of soil reinforcement shall be no further than 21 inches below the top of the uppermost block.

All soil reinforcement required for the reinforced soil zone shall be connected to the wall facing.

Soil reinforcement shall be fabricated or designed to avoid piling, drainage structures or other obstacles in the fill without field modifications. Unless approved by the Bureau of Structures cutting or altering of the basic structural section of either the strip or grid at the site is prohibited, a minimum clearance of 3" shall be maintained between any obstruction and reinforcement, and splicing reinforcement is not allowed.

The minimum embedment of the wall shall be 1 foot 6 inches below finished grade, or as given on the plans. All walls shall be provided with a concrete leveling pad. Minimum wall embedment does not include the leveling pad depth. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad.

Wall facing units shall be installed on a concrete leveling pad. The bottom row of blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad.

Concrete leveling pads shall be as wide as the proposed blocks plus 6 inches, with 6 inches of the leveling pad extending beyond the front face of the blocks. The minimum thickness of the leveling pad shall be 6 inches.

B.3 Wall System Components

Materials furnished for wall system components under this contract shall conform to the requirements of this specification. All documentation related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

B.3.1 Wall Facing

Wall facing units shall consist of precast modular concrete blocks. Furnish concrete produced by a dry-cast or wet-cast process. Concrete for all blocks shall not contain less than 565 pounds of cementitious materials per cubic yard. The contractor may use cement conforming to standard spec. [501.2.1](#) or may substitute for portland cement at the time of batching conforming to standard spec. [501.2.6](#) for fly, [501.2.7](#) for slag, or [501.2.8](#) for other pozzolans. In either case the maximum total supplementary cementitious content is limited to 30% of the total cementitious content by weight.

Dry-cast concrete blocks shall be manufactured according to ASTM C1372 and this specification.

All units shall incorporate a mechanism or devices that develop a mechanical connection between vertical block layers. Units that are broken, have cracks wider than 0.02" and longer than 25% of the nominal height of the unit, chips larger than 1", have excessive efflorescence, or are otherwise deemed unacceptable by the engineer, shall not be used within the wall. A single block type and style shall be used throughout each wall. The color and surface texture of the block shall be as given on the plan.

The top course of facing units shall be as noted on the plans, either;

- Solid precast concrete unit designed to be compatible with the remainder of the wall. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material.

- A formed cast-in-place concrete cap. A cap of this type shall have texture, color, and appearance, as noted on the plans. The vertical dimension of the cap shall not be less than 3 1/2 inches. Expansion joints shall be placed in the cap at a maximum spacing of 20 feet unless noted otherwise on the plan. Use Grade A, A-FA, A-S, A-T, A-IS, A-IP or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

Block dimensions may vary no more than $\pm 1/8$ inch from the standard values published by the manufacturer. Blocks must have a minimum depth (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portions of the block is 1 3/4 inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

If pins are used to align modular block facing units, they shall consist of a non-degrading polymer, or hot dipping galvanized steel and be made for the express use with the modular block units supplied, to develop mechanical interlock between facing unit block layers. Connecting pins shall be capable of holding the wall in the proper position during backfilling. Furnish documentation that establishes and substantiates the design life of such devices.

For concrete leveling pad, use Grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class III Concrete.

B.3.2 Material Testing

Provide independent quality verification testing of project materials according to the following requirements:

Test	Method	Requirement	
		Dry-cast	Wet-cast
Compressive Strength (psi)	ASTM C140	5000 min.	4000 min.
Air Content (%)	AASHTO T152	N/A	6.0 +/-1.5
Water Absorption (%)	ASTM C140	6 max. ^[3]	N/A
Freeze-Thaw Loss (%) 40 cycles, 5 of 5 samples 50 cycles, 4 of 5 samples	ASTM C1262 ^[1]	1.0 max. ^{[2][3]} 1.5 max. ^{[2][3]}	N/A

^[1] Test shall be run using a 3% saline solution and blocks greater than 45 days old.

^[2] Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable.

^[3] The independent testing laboratory shall control and conduct all sampling and testing. Prior to sampling, the manufacturer's representative shall identify materials by lot. Five blocks per lot shall be randomly selected for testing. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory. All pallets of blocks within a lot shall be strapped or wrapped to secure the contents and tagged or marked for identification. The engineer will reject any pallet of blocks delivered to the project without intact security measures. At no expense to the department, the contractor shall remove all rejected blocks from the project. If a random sample of five blocks of any lot tested by the department fails to meet any of the above testing requirements, the entire lot will be considered non-conforming.

The contractor and fabricator shall coordinate with the independent testing agency to ensure that strength and air content samples can be taken appropriately during manufacturing. At the time of delivery of materials, furnish the engineer a certified report of test from an AASHTO-registered or ASTM-accredited independent testing laboratory for each lot.

The certified test report shall include the following:

- Project ID
- Production process used (dry-cast or wet-cast)
- Name and location of testing facility
- Name of sampling technician
- Lot number and lot size

Testing of project materials shall be completed not more than 18 months prior to delivery. Independent testing frequency shall not exceed 5000 blocks for dry-cast blocks and the lesser of 150 CY or 1 day's production for wet-cast blocks. The certified test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting certified test reports will be rejected and shall be removed from the project at no expense to the department.

Nonconforming materials will be subject to evaluation according to standard spec 106.5.

B.3.3 Backfill

Furnish and place backfill for the wall as shown on the plans and as hereinafter provided.

Wall Backfill, Type A, shall comply with the requirements for Coarse Aggregate No. 1 as given in standard spec 501.2.5.4.4. All backfill placed within a zone from the top of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

Wall Backfill, Type B, shall be placed in a zone extending horizontally from 1 foot behind the back face of the wall to 1 foot beyond the end of the reinforcement and extending vertically from the top of the leveling pad to a minimum of 3 inches above the final reinforcement layer.

Use natural sand or a mixture of sand with gravel, crushed gravel or crushed stone. Do not use foundry sand, bottom ash, blast furnace slag, crushed/recycled concrete, crushed/milled asphaltic concrete or other potentially corrosive material.

Provide material conforming to the following gradation requirements as per AASHTO T27.

Sieve Size	% by Weight Passing
1 inch	100
No. 40	0 - 60
No. 200	0 - 15

The material shall have a liquid limit not greater than 25, as per AASHTO T89, and a plasticity index not greater than 6, as per AASHTO T90. Provide the percent by weight, passing the #4 sieve.

In addition, backfill material Type A and Type B shall meet the following requirements.

Test	Method	Value
pH	AASHTO T-289	4.5-9.0
Sulfate content ^[1]	AASHTO T-290	200 ppm max.
Chloride content ^[1]	AASHTO T-291	100 ppm max.
Electrical Resistivity	AASHTO T-288	3000 ohm-cm min.
Organic Content ^[1]	AASHTO T-267	1.0% max.
Angle of Internal Friction	AASHTO T-236 ^[2]	30 degrees min. (At 95.0% of maximum density and optimum moisture, per AASHTO T99, or as modified by C.2)

^[1] Requirement does not apply to walls with non-metallic reinforcement.

^[2] If the amount of P-4 material is greater than 60%, use AASHTO 236 with a standard-size shear box. Test results of this method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

If the amount of P-4 material is less than or equal to 60%, two options are available to determine the angle of internal friction. The first method is to perform a fractured faces count, per ASTM D5821, on the R-4 material. If more than 90% of the material is fractured on one face and more than 50% is fractured on two faces, the material meets the specifications and the angle of internal friction can be assumed to be 30 degrees. The second method allows testing all P-1" material, as per AASHTO T-236, with a large shear box. Test results of this second method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

Prior to placement of the backfill, obtain and furnish to the engineer a certified report of test results that the backfill material complies with the requirements of this specification. Specify the method used to determine the angle of internal friction. This certified report of test shall be less than 6 months old. Tests will be performed by a certified independent laboratory. In addition, when backfill characteristics and/or sources change, provide a certified report of tests for the new backfill material. Additional certified report of tests are also required. These additional backfill tests may be completed at the time of material production or material placement, with concurrence of the engineer. If this additional testing is completed at the time of material production, complete testing for every 2000 cubic yards of backfill or portion thereof. If this additional testing is completed at the time of material placement, complete testing for every 2000 cubic yards of backfill, or portion thereof, used per wall. For the additional required testing for every

2000 cubic yards of backfill placement, if the characteristic of the backfill and/or the source has not changed then Angle of Internal Friction tests are not included in the additional required testing. All certified reports of test results shall be less than 6 months old and performed by a certified independent laboratory.

B.3.4 Soil Reinforcement

B.3.4.1 Geogrids

Geogrid supplied as reinforcing members shall be manufactured from long chain polymers limited to polypropylene, high-density polyethylene, polyaramid, and polyester. Geogrids shall form a uniform rectangular grid of bonded, formed, or fused polymer tensile strands crossing with a nominal right angle orientation. The minimum grid aperture shall be 0.5 inch. The geogrid shall maintain dimension stability during handling, placing, and installation. The geogrid shall be insect, rodent, mildew, and rot resistant. The geogrid shall be furnished in a protective wrapping that shall prevent exposure to ultraviolet radiation and damage from shipping or handling. The geogrid shall be kept dry until installed. Each roll shall be clearly marked to identify the material contained.

The wall supplier shall provide the nominal long-term design strength (T_{al}) and nominal long-term connection strength, T_{ac} as discussed below.

Nominal Long-Term Design Strength (T_{al})

The wall supplier shall supply the nominal long-term design strength (T_{al}) used in the design for each reinforcement layer and shall be determined by dividing the Ultimate Tensile Strength (T_{ult}) by the factors RF_{ID} , RF_{CR} , RF_D .

Hence,

$$T_{al} = \frac{T_{ult}}{RF_{ID} \times RF_{CR} \times RF_D}$$

where:

T_{ult} =	Ultimate tensile strength of the reinforcement determined from wide width tensile tests (ASTM D6637) for geogrids based on the minimum average roll value (MARV) for the product.
RF_{ID} =	Strength reduction factor to account for installation damage to the reinforcement. In no case shall RF_{ID} be less than 1.1.
RF_{CR} =	Strength reduction factor to prevent long-term creep rupture of the reinforcement. In no case shall RF_{CR} be less than 1.2.
RF_D =	Strength reduction factor to prevent rupture of the reinforcement due to chemical and biological degradation. In no case shall RF_D be less than 1.1.

Values for RF_{ID} , RF_{CR} , and RF_D shall be determined from product specific test results. Guidelines for determining RF_{ID} , RF_{CR} , and RF_D from product specific data are provided in FHWA Publication No. FHWA-NHI-10-024 and FHWA-NHI-10-025 "Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes".

Nominal Long-term Connection Strength T_{ac}

The nominal long term connection strength, T_{ac} , shall be based on laboratory geogrid connection tests between wall facing and geogrids. T_{ac} shall be as given below

$$T_{ac} = \frac{T_{ult} * CR_{cr}}{RF_D}$$

where:

T_{ac} =	Nominal long-term reinforcement facing connection strength per unit reinforcement width at a specified confining pressure.
T_{ult} =	Ultimate tensile strength of the reinforcement for geogrids defined as the minimum average roll value (MARV) for the product.
CR_{cr} =	Long term connection strength reduction factor to account for reduced ultimate strength resulting from connection.
RF_D =	Strength reduction factor to prevent rupture of the reinforcement due to chemical and biological degradation.

T_{ac} shall be developed from the tests conducted by an independent laboratory on the same facing blocks and geogrids as proposed for the wall and shall cover a range of overburden pressures comparable to those anticipated in the proposed wall. The connection strength reduction factor CR_{cr} shall be determined according to long-term connection test as described in Appendix B of FHWA Publication No. FHWA-NHI 10-025 "Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes". CR_{cr} may also be obtained from the short term connection test meeting the requirements of NCMA test method SRWU-1 in Simac et al 1993 or ASTM D4884.

The contractor shall provide a manufacturer's certificate that the T_{ult} (MARV) of the supplied geogrid has been determined according to ASTM D4595 or ASTM D6637 as appropriate. Contractor shall also provide block to block and block to reinforcement connection test reports prepared and certified by an independent laboratory. Also provide calculations according to AASHTO LRFD, and using the results of laboratory tests, that the block-geogrid connections shall be capable of resisting 100% of the maximum tension load in the soil reinforcements at any level within the wall, for the design life of the wall system.

B.3.4.2 Galvanized Metal Reinforcement

In lieu of polymeric geogrid earth reinforcement, galvanized metal reinforcement may be used. Design and materials shall be according to AASHTO LRFD 11.10.6.4.2. The design life of steel soil reinforcements shall also comply with AASHTO LRFD. Steel soil reinforcement shall be prefabricated into single or multiple elements before galvanizing.

C Construction

C.1 Excavation and Backfill

Excavation and preparation of the foundation for the MSE wall and the leveling pad shall be according to standard spec 206. The volume of excavation covered is limited to the width of the reinforced mass and to the depth of the leveling pad unless shown or noted otherwise on the plan. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall.

Place backfill materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth, after compaction. Backfilling shall closely follow erection of each course of wall facing units.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units, soil reinforcement, or other wall components. At no expense to the department, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing. Place and compact material beyond the reinforced soil zone to allow for proper compaction of material within the reinforced zone. The MSE reinforcement shall lay horizontally on top of the most recently placed and compacted layer of MSE backfill.

Do not operate tracked or wheeled equipment on the backfill within 3 feet from the back face of modular blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

C.2 Compaction

Compact wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Compact all backfill Type B as specified in standard spec 207.3.6. Compact the backfill Type B to 95.0% of maximum dry density as determined by AASHTO T-99 (modified to compute densities to the nearest 0.1 pcf).

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the modular blocks. Do not use sheepfoot or padfoot rollers within the reinforced soil zone.

A minimum of 6 inches of backfill shall be placed over the MSE reinforcement prior to working above the reinforcement.

C.3 Wall Components

C.3.1 General

Erect wall facing units and other associated elements according to the wall manufacturer's construction guide and to the lines, elevations, batter, and tolerances as shown on the plans. Center the initial layer of facing units on the leveling pad; then level them and properly align them. Fill formed voids or openings in the facing units with wall backfill, Type A. Remove all debris on the top of each layer of facing units, before placing the next layer of facing units.

Install all pins, rods, clips, or other devices used to develop mechanical interlock between facing unit layers according to the manufacturer's directions.

The MSE reinforcement shall lay horizontally on the top of the most recently placed and compacted layer of MSE backfill. Bending of MSE reinforcement that result in a kink in the reinforcement shall not be allowed. If skewing of the reinforcement is required due to obstructions in the reinforced fill, the maximum skew angle shall not exceed 15 degrees from the normal position unless a greater angle is shown on the plans. The adequacy of the skewed reinforcement in such a case shall be addressed by supporting calculations.

C.3.2 Soil Reinforcement

C.3.2.1 Geogrid Layers

Place soil reinforcement at the positions and to the lengths as indicated on the accepted shop drawings. Take care that backfill placement over the positioned soil reinforcement elements does not cause damage or misalignment of these elements. Correct any such damage or misalignment as directed by the engineer. Do not operate wheeled or tracked equipment directly on the soil reinforcement. A minimum cover of 6 inches is required before such operation is allowed.

Place and anchor geogrid material between wall unit layers in the same manner as used to determine the Geogrid Block-to-Connection Strength. Place the grid material so that the machine direction of the grid is perpendicular to the wall face. Each grid layer shall be continuous throughout the lengths indicated on the plans. Join grid strips with straps, rings, hooks or other mechanical devices to prevent movement during backfilling operations. Prior to placing backfill on the grid, pull the grid taut and hold in position with pins, stakes or other methods approved by the engineer.

C.3.2.2 Steel Layers

Place the steel reinforcement full width in one piece as shown on the plans. No splicing will be allowed. Maintain elements in position during backfilling.

C.4 Quality Management Program

C.4.1 Quality Control Plan

Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not perform MSE wall construction work before the engineer reviews and accepts the plan. Construct the project as the plan provides.

Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:

1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.

2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
4. Descriptions of stockpiling and hauling methods.
5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
6. Location of the QC laboratory, retained sample storage, and other documentation.
7. A summary of the locations and calculated quantities to be tested under this provision.
8. A proposed sequencing plan of wall construction operations and random test locations.

C.4.2 Quality Control Personnel

Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING); or Aggregate Technician I (AGGTEC-I); or Assistant Certified Technician, Aggregate (ACT-AGG) present at each grading site during all wall backfill placement, compaction, and nuclear testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nuclear Density Gauge Operator (ACT-NUC) perform field density and field moisture content testing.

If an Assistant Certified Technician (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.

C.4.3 Equipment

Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.

Furnish nuclear gauges from the department's approved product list at <http://www.atwoodsystems.com/>. Ensure that the gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.

Conform to ASTM D6938 and CMM 8-15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Perform each test for 4 minutes of nuclear gauge count time.

Split each Proctor sample and identify so as to provide comparison with the department's test results. Unless the engineer directs otherwise, retain the QC split samples for 14 calendar days and promptly deliver the department's split samples to the department.

C.4.4 Documentation

- (1) Document all observations, inspection records, and process adjustments daily. Submit test results to the department's project materials coordinator on the same day they become available.
- (2) Use forms provided in CMM Chapter 8. Note other information in a permanent field record and as a part of process control documentation enumerated in the contractor's quality control plan. Enter QC data and backfill material certified report results into the applicable materials reporting system (MRS) software within 5 business days after results are available.
- (3) Submit final testing records and other documentation to the engineer electronically within 10 business days after all contract-required information becomes available. The engineer may allow submission of scanned copies of hand-written documentation.

C.4.5 Quality Control (QC) Testing

Perform compaction testing on the backfill. Conform to CMM 8-15 for testing and gauge monitoring methods. Conduct testing at a minimum frequency of 1 test per 150 cubic yards of backfill, or major portion thereof in each lift. A minimum of one test for every lift is required. Deliver documentation of all compaction testing results to the engineer at the time of testing.

Perform 1 gradation test every 750 cubic yards of fill and one 5-point Proctor test (or as modified in C.2) every 2,250 cubic yards of fill. Provide the region split samples of both within 72 hours of sampling, at the

region laboratory. Test sites shall be selected using ASTM Method D3665. Provide Proctor test results to the engineer within 48 hours of sampling. Provide gradation test results to the engineer within 24 hours of sampling.

C.4.6 Department Testing

C.4.6.1 General

- (1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project, and provide test results to the contractor within 2 business days after the department obtains the sample.

C.4.6.2 Quality Verification (QV) Testing

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.4.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests at the minimum frequency of 30% of the required contractor density, Proctor and gradation tests.
- (3) The department will locate density tests and gradation samples randomly, at locations independent of the contractor's QC work. The department will split each Proctor and gradation QV sample, testing half for QV, and retaining the remaining half for 10 business days.
- (4) The department will conduct QV Proctor and gradation tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If density QV test results are nonconforming, the area shall be reworked until the density requirements of this special provision are met. If the gradation test results are nonconforming, standard spec 106.5 will apply. Differing QC and QV nuclear density values of more than 1.5 pcf will be investigated and resolved. QV density tests will be based on the appropriate QC Proctor test results, unless the QV and QC Proctor result difference is greater than 3.0 pcf. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

C.4.6.3 Independent Assurance (IA)

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
 1. Split sample testing.
 2. Proficiency sample testing.
 3. Witnessing sampling and testing.
 4. Test equipment calibration checks.
 5. Reviewing required worksheets and control charts.
 6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.4.6.4.

C.4.6.4 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E178 to evaluate potential statistically outlying data.

- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product or work, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C.5 Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan. After completing wall excavation of the entire reinforced soil zone, notify the department and allow the Regional Soils Engineer two working days to review the foundation.

D Measurement

The department will measure Wall Modular Block Mechanically Stabilized Earth by the square foot, acceptably completed, measured at the front face of wall as defined by the pay limits the contract plans show. Unless the engineer directs in writing, a change to the limits indicated on the contract plan, wall area constructed above or below these limits will not be measured for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Wall Modular Block Mechanically Stabilized Earth R-37-56	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings and leveling pad; constructing the retaining system including drainage system; providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, and performing compaction testing.

Payment limit for all walls is the line of minimum embedment per section B.2. No payment will be made for additional embedment detailed for construction purposes. Parapets, railings, and other items above the wall cap or coping will be paid for separately. Vehicle barrier and its support will be paid separately.

Any required topsoil, fertilizer, seeding or sodding and mulch will be paid for at the contract unit price for those items.

58. Sanitary Manhole 4-Foot, Item SPV.0200.01.

A Description

This special provision describes furnishing and installing sanitary sewer manholes as shown on the plans, and according to the applicable provisions of standard spec 611 and as hereinafter provided.

B Materials

Provide sanitary manholes constructed of 48-inch diameter precast reinforced concrete rings with either eccentric cone sections for use with Sanitary Manhole Covers Type J-S or eccentric flat top sections for use with Sanitary Manhole Covers Type J-S-30. Conform to ASTM C-478. Provide steps 16-inch on center. Join manhole sections with preformed butyl rubber sealant complying with ASTM C990. Provide 9-inch wide butyl-based wrap for outside of each joint; Press-Seal "EZ Wrap". Provide precast bases. Provide boot type flexible connectors with stainless steel band seals for all connecting pipes; Press-Seal "Direct Drive Nitrile Connector". When pipe configuration precludes the use of factory fabricated connections, use water stops and hydraulic cement to waterproof the connection.

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

C Construction

Excavate as required to install manhole. Level base of excavation to provide a firm foundation for the precast bottom.

Install a butyl-based wrap on the outside of all manhole section joints. See details in the plans. Install wrap according to manufacturer's specifications. Clean areas around joints to be wrapped so they are free from dirt and debris. A minimum of a 9-inch wrap centered on each exterior joint is required. No leakage will be permitted.

Following placement and connection to new and existing pipes, construct interior bottom of manholes of concrete fillets poured in place in the field. Make flow lines smooth with uniform curves to promote flow through the manhole. Form benches by continuing the width of the connecting pipes from mid-line to top of pipe, then extending at a 1/2-inch per foot pitch to the manhole wall. Plug all lift holes with mortar from the outside prior to backfilling. Make sanitary manholes watertight, with no visible signs of leakage at the time of final inspection.

Where new manhole risers are set on existing manhole masonry, align new manhole steps with existing steps.

D Measurement

The department will measure Sanitary Manhole (diameter) by the vertical foot, acceptably installed, measured from invert of out flowing sewer to bottom of adjusting rings.

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	Sanitary Manhole 4-Foot	VF

Payment is full compensation for all materials, including manhole sections, flexible connectors, joint material, joint wrap, concrete, and bedding stone; for sewage bypass pumping; and for all excavating and backfilling.

59. Sanitary Manhole Inside Drop, Item SPV.0200.02.

A Description

This special provision describes furnishing and installing an inside drop in a sanitary sewer manhole as shown on the plans and as hereinafter provided.

B Materials

Provide PVC sanitary sewer pipe and fittings, ASTM D3034, SDR-35, with elastomeric gasket or solvent weld joints.

Provide RELINER/Duran Inc.'s Inside Drop Bowl. The size of the bowl and drop pipe shall match the size of the main entering the manhole.

C Construction

Install drop according to manufacturer's specifications. Contractor shall furnish and install an inside drop utilizing the following: drop bowl, PVC drop pipe, stainless steel pipe brackets (4-foot intervals, minimum 2) and a 45 degree PVC bend as an outlet at the bottom of the drop pipe positioned so flow from that drop coincides with the existing direction of flow through the manhole.

D Measurement

The department will measure Sanitary Manhole Inside Drop by the vertical foot, acceptably installed, measured between high and low inverts of drop assembly.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0200.02	Sanitary Manhole Inside Drop	VF

Payment is full compensation for all materials, including piping, fittings, drop bowl, and brackets; and for all excavating and backfilling.

60. Sanitary Manhole Outside Drop, Item SPV.0200.03.

A Description

This special provision describes furnishing and installing sanitary manhole outside drop entrances as shown on the plans and as hereinafter provided.

B Materials

Pipe and fittings shall be PVC sanitary sewer pipe, ASTM D3034, SDR-35, with elastomeric gasket joints.

Base and horseshoe collars shall be precast concrete intended for use with outside manhole drop entrances. Fibrous tube may be substituted for the horseshoe collars.

Collar/tube fill shall be stone or concrete as indicated on the plan detail.

C Construction

Construct manhole drop entrances as shown on the plan detail.

D Measurement

The department will measure Sanitary Manhole Outside Drop by the vertical foot, acceptably installed, measured between high and low inverts of drop assembly.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0200.03	Sanitary Manhole Outside Drop	VF

Payment is full compensation for all materials, including piping, fittings, horseshoe collars/fibrous tube, collar/tube fill, and accessories; and for all excavating and backfilling.

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

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

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

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

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

1. Description

- a. The federal DBE program requirements outlined in the Code of Federal Regulations at 49 CFR Part 26 apply to this Wisconsin Department of Transportation contract. WisDOT is a recipient of federal funds and this contract includes federal funds. United States Department of Transportation Federal DBE Program requires the following provisions:
 - (1) Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE regulations will be considered a material breach of contract. This is non-negotiable. If a contractor fails to carry out the DBE program and Title VI nondiscrimination requirements of its contracts, the following sanctions will be assessed depending upon the facts, reasoning, severity and remedial efforts of the contractor: termination of contract, withholding payment, assessment of monetary sanctions, assessment of liquidated damages and/or suspension/debarment proceedings that may result in the disqualification of the contractor from bidding for a designated period of time.
 - (2) The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the federal fund recipient's [DOT] written consent. Unless [WisDOT] consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
- b. The Wisconsin Department of Transportation [WisDOT] is committed to the compliant administration of the DBE Program. Each WisDOT Secretary affirms this commitment with his/her signed assurance.
<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://wisconsin.gov/Documents/doing-business/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 Expeditors, Packagers, Manufacturers Representatives

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

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

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

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

13. Credit Evaluation for DBE Primes

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

14. Joint Venture

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

15. Mentor Protégé

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

16. DBE Replacement or Termination

Contractual Requirement

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

Contractor Considerations

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

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

The Request to Replace or Terminate a DBE

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

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

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

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

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

Evaluation and Response to the Request

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

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

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

17. DBE Utilization beyond the approved DBE Commitment Form DT1506

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

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

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

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

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

18. Contract Modifications

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

19. Payment

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

APPENDIX A

Sample Contractor Solicitation Letter Page 1

This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

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

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

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

Fax: _____

Email: _____

Phone _____

Fax _____

Email _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

APPENDIX B

BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

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

Primes

- 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.
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109.1.1 General

Replace the entire text with the following effective with the January 2019 letting:

- (1) The engineer will use the US standard system to measure all work completed under the contract. The engineer will determine quantities of materials the contractor furnishes and work the contractor performs using measurement methods and computations conforming to standard engineering practice, modified to meet department requirements. The engineer will document these measurements using department procedures.
- (2) The engineer will measure the work as the contract measurement subsection for individual items specifies. The department will measure the actual quantities of work the contractor acceptably completes and make final payment based on those actual measured quantities except as follows:
1. If the measurement subsection for a bid item specifically restricts the quantity measured for payment or allows for use of conversion factors.
 2. If the engineer executes a contract change order modifying the method of measurement for specific bid items, the engineer will measure the quantities of applicable bid items for payment using the change order methods.
 3. If the engineer, under 105.3.1(2), approves a contractor-requested plan dimension change between US standard and SI metric dimensions, the engineer will measure whichever of the following is less:
 - Actual quantities constructed.
 - Quantities derived from the original plan dimensions.
 4. For substitutions made under 106.2.3 between US standard and SI metric products, the engineer will measure the actual quantities of the substitute products using the original contract measuring system.

205.5.2 Excavation

Replace the entire text with the following effective with the April 2019 letting:

205.5.2.1 General

- (1) Payment for the Excavation bid items under this section is full compensation for work specified for those excavation classes under 205 with no separate contract bid items; for hauling; and for constructing and removing temporary drainage installations as specified under 205.3.3.
- (2) Payment also includes removing walls, foundations, etc. with no separate contract bid items; for disposal of resulting material; and for backfilling basements or openings resulting from removing walls, foundations, etc.

205.5.2.2 Associated Work

- (1) The department will pay separately for removing concrete structures under the 203 and 204 bid items.
- (2) The department will pay separately for granular backfill the contract or engineer requires under the Backfill Granular bid items.
- (3) The department will pay separately for erosion control, fertilizing, and seeding of material disposal sites as specified for material disposal sites in 628.5.1.
- (4) If the contract does not include the Excavation Rock bid item, the department will pay 5 times the contract bid price of the Excavation Common bid item to remove boulders having volumes of one cubic yard or more. The department will pay for these boulder removals under the Removing Large Boulders administrative item.

205.5.2.3 Excavation Below Subgrade**205.5.2.3.1 General**

- (1) The department will only pay for engineer-approved EBS to correct problems beyond the contractor's control.

205.5.2.3.2 Quantity Overruns

- (1) The department will provide additional compensation for EBS quantity overruns if the following conditions are met:
 - The quantity of engineer-approved EBS, calculated exclusive of work covered under 205.5.2.3.3 or 301.5, exceeds the total contract EBS quantity the earthwork summary sheet shows by more than 25 percent.
 - The material exceeding that 25 percent threshold cannot be disposed of within the project right-of-way.
- (2) The department will pay 2 times the contract unit price, up to \$25,000, for the quantity of EBS meeting the above conditions. After exceeding \$25,000 per contract, the department will pay for additional EBS as determined under 109.4.

205.5.2.3.3 Subgrade Correction

- (1) Work performed under 105.3 to correct unacceptable work is the contractor's responsibility. For EBS work performed where the engineer did not approve the subgrade for subsequent operations, the department will pay for EBS at the contract price under the pertinent excavation and backfill bid items, or absent those bid items as extra work. For EBS work performed where the engineer approved the underlying layers for subsequent operations, the department will pay for EBS as follows:
 1. Up to a maximum of \$25,000 per contract, the department will pay as follows:
 - 1.1 For excavation: 3 times the contract unit price for the Excavation Common bid item under the EBS Post Grading administrative item.
 - 1.2 For backfill with the materials the engineer directs: at the contract unit price for the bid items of each material used to fill the excavation.
 - 1.3 For excavation or backfill without contract bid items: as extra work.
 2. After exceeding \$25,000 per contract, the department will pay for additional EBS in engineer-approved areas as determined under 109.4.

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.
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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.
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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.
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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.
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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:
- V_a is within a range of 2.0 to 4.3 percent. For SMA, V_a 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.
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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.

501.3.8.2.1 General

Replace paragraph two with the following effective with the April 2019 letting:

- (2) If the concrete temperature at the point of placement exceeds 90 F, do not place concrete under the following structure and concrete barrier bid items:

Concrete Masonry Bridges	Concrete Masonry Retaining Walls
Concrete Masonry Bridges HES	Concrete Masonry Retaining Walls HES
Concrete Masonry Culverts	Concrete Masonry Endwalls
Concrete Masonry Culverts HES	Concrete Masonry Overlay Decks
Concrete Barrier Single-Faced 32-Inch	Concrete Barrier (type)
Concrete Barrier Double-Faced 32-Inch	Concrete Barrier Fixed Object Protection (type)
Concrete Barrier Transition Section 32-Inch	Concrete Barrier Transition (type)

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.

603.3.1.1 General

Replace paragraph three with the following effective with the April 2019 letting:

- (3) Cast permanent barrier and transitions in place. Use construction methods conforming to 502 and conform to the hot weather placement requirements of 501.3.8.2. Use forms or engineer-approved slip form methods for barrier. Use forms for transitions. Construct barrier on horizontal curves as a series of 12-foot or shorter chords.

646.3.1.2 Liquid Marking

Replace paragraph five with the following effective with the January 2019 letting:

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

LIQUID MARKING	PAVEMENT TYPE	THICKNESS (mils)	BEAD APPLICATION (pounds per gallon)
Paint	all	16	8
Epoxy	SMA, seal coats, and polymer overlays	25	25
Epoxy	all other	20	22.5
Wet Reflective Epoxy	all	20	18

646.3.2.3.2 Wet Reflective Epoxy

Replace paragraph five with the following effective with the January 2019 letting:

- (1) Apply wet reflective epoxy binder in a grooved slot. and provide a double drop bead system as follows:
- First: wet reflective/recoverable elements at the application rate specified for the product chosen from the department's APL.
 - Second: glass beads at the application rate specified in 646.3.1.2(5).

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 or Labor Data Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. 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, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data 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 their submittals. 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 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/labor 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
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Non-discrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective August 2015 letting

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<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>

Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) Agreement Clauses. "Use of United States-flag vessels:"

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

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

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

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

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

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

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

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

Details are available online at:

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

<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: WI190010 02/22/2019 WI10

Superseded General Decision Number: WI20180010

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 \$10.60 for calendar year 2019 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 \$10.60 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 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). 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	01/04/2019
1	02/22/2019

BRWI0001-002 06/01/2018

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.06	22.65

BRWI0002-002 06/01/2018

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.87	21.26

BRWI0002-005 06/01/2018		

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,
CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,
FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,
SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,
WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.39	21.46

BRWI0003-002 06/01/2018		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.44	22.27

BRWI0004-002 06/01/2018		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.66	23.35

BRWI0006-002 06/01/2018		

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.30	21.41

BRWI0007-002 06/01/2018		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.82	22.59

BRWI0008-002 06/01/2018		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.03	22.55

 * BRWI0011-002 06/01/2018

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.44	22.27

 BRWI0019-002 06/01/2018

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
 PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.97	22.74

 BRWI0034-002 06/01/2018

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.80	22.61

 CARP0087-001 05/01/2016

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys
 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 36.85	18.39

 CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO,
 BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA,
 CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except
 area bordering Michigan State Line), FOND DU LAC, FOREST,
 GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON,
 JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
 MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE,
 MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E.
 of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE,
 PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN,
 ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS,
 WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
 COUNTIES

	Rates	Fringes
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CARPENTER

CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
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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
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CARPENTER.....	\$ 35.78	22.11
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CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
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CARPENTER.....	\$ 36.15	20.43
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CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
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PILEDRIIVERMAN

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, TREMPPEALEAU, 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 (Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
Electricians:.....	\$ 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

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

* ELEC0430-002 01/01/2019		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 38.78	21.59

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	15.78
Technician.....	\$ 28.99	16.25

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

ELEC0577-003 06/01/2018

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
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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;

bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

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

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

IRON0008-002 06/01/2017

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

	Rates	Fringes
IRONWORKER.....	\$ 31.24	26.97

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2017

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

	Rates	Fringes
IRONWORKER.....	\$ 33.19	26.97

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2017

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

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

IRON0498-005 06/01/2016

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

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

IRON0512-008 05/01/2017

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

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

IRON0512-021 05/01/2017

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

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

LAB00113-002 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 Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LAB00113-003 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 Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 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 Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 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, TREMPLEAU, 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; Bituminous Worker (Shoveler, Loader, and
 Utility Man); Batch Truck Dumper or Cement Handler;
 Bituminous Worker (Dumper, Ironer, Smoother and Tamper);
 Concrete Handler

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

 LAB00464-003 06/04/2018

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; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

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

PAIN0108-002 06/01/2017

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 33.74	18.95
Spray & Sandblast.....	\$ 34.74	18.95

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2018		

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 31.60	23.51
Brush.....	\$ 31.55	23.51
Spray & Sandblast.....	\$ 32.30	23.51

PAIN0802-002 06/01/2017		

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 28.25	17.72
PREMIUM PAY:		
Structural Steel, Spray, Bridges = \$1.00 additional per		
hour.		

PAIN0802-003 06/01/2017

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.89	12.05

PAIN0934-001 06/01/2017		

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 33.74	18.95
Spray.....	\$ 34.74	18.95
Structural Steel.....	\$ 33.89	18.95

PAIN1011-002 06/01/2017

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 24.86	12.23

PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2018

	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.

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

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

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

Union Rate Identifiers

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

2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

General Decision Number: WI190008 02/22/2019 WI8

Superseded General Decision Number: WI20180008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). 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	01/04/2019
1	02/22/2019

BRWI0001-002 06/01/2018

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND
VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.06	22.65

BRWI0002-002 06/01/2018		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.87	21.26

BRWI0002-005 06/01/2018

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,
CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,
FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,
SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,
WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.39	21.46

BRWI0003-002 06/01/2018

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.44	22.27

BRWI0004-002 06/01/2018

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.66	23.35

BRWI0006-002 06/01/2018

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.30	21.41

BRWI0007-002 06/01/2018

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.82	22.59

BRWI0008-002 06/01/2018

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
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BRICKLAYER.....	\$ 38.03	22.55
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BRWI0009-001 06/01/2018

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,
AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.44	22.27

* BRWI0011-002 06/01/2018

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.44	22.27

BRWI0013-002 06/01/2018

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.80	22.61

BRWI0019-002 06/01/2018

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.97	22.74

BRWI0021-002 06/01/2018

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.24	22.15

BRWI0034-002 06/01/2018

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.80	22.61

CARP0087-001 05/01/2016

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys

35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 36.85	18.39

CARP0252-002 06/01/2016		

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIER.....	\$ 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
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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

CARP2337-003 06/01/2016

	Rates	Fringes
MILLWRIGHT		
Zone A.....	\$ 29.98	21.53
Zone B.....	\$ 29.98	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

ELEC0014-002 06/04/2018

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, TREMPLEAU, VERNON, AND WASHBURN
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 34.21	20.46

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(Wausaukee and area South thereof), OCONTO, MENOMINEE
(East of a line 6 miles West of the West boundary of Oconto
County), SHAWANO (Except Area North of Townships of Aniwa and

Hutchins) COUNTIES

	Rates	Fringes
Electricians:.....	\$ 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

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

* ELEC0430-002 01/01/2019		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 38.78	21.59

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

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

ENGI0139-003 06/04/2018		

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 40.72	21.60
Group 2.....	\$ 39.47	21.60

Group 3.....	\$ 38.17	21.60
Group 4.....	\$ 37.64	21.60
Group 5.....	\$ 35.57	21.60
Group 6.....	\$ 34.04	21.60

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour

EPA Level "B" Protection: \$2.00 per hour

EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

 ENGI0139-007 06/04/2018

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 40.19	21.65
Group 2.....	\$ 39.41	21.65
Group 3.....	\$ 38.46	21.65
Group 4.....	\$ 37.41	21.65
Group 5.....	\$ 36.01	21.65

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour
 EPA Level "B" Protection: \$2.00 per hour
 EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and/or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift,

25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket); Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame and Winch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

IRON0008-002 06/01/2017

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

	Rates	Fringes
IRONWORKER.....	\$ 31.24	26.97

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2017

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

	Rates	Fringes
IRONWORKER.....	\$ 33.19	26.97

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2017

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

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

IRON0498-005 06/01/2016

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

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

IRON0512-008 05/01/2017

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

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

IRON0512-021 05/01/2017

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

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

LAB00113-004 06/04/2018

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1.....	\$ 15.11	20.65
Group 2.....	\$ 17.38	20.65
Group 3.....	\$ 20.92	20.65
Group 4.....	\$ 30.29	20.65
Group 5.....	\$ 30.43	20.65
Group 6.....	\$ 30.49	20.65
Group 7.....	\$ 32.70	20.65
Group 8.....	\$ 35.52	20.65
Group 9.....	\$ 36.16	20.65

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc;
Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner;
Pipe Layer; Rock Driller and Joint Man; Timber Man and
Concrete Brusher; Bracer in Trench Behind Machine & Tight
Sheeting; Concrete Formsetter and Shoveler; Jackhammer
Operator

GROUP 9: Blaster

LAB00113-005 06/04/2018

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 21.78	20.65
Group 2.....	\$ 27.71	20.65
Group 3.....	\$ 30.27	20.65
Group 4.....	\$ 32.04	20.65

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30
lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawyer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

LAB00113-008 06/04/2018

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1.....	\$ 20.92	20.65
Group 2.....	\$ 30.43	20.65
Group 3.....	\$ 30.49	20.65
Group 4.....	\$ 32.70	20.65
Group 5.....	\$ 32.84	20.65
Group 6.....	\$ 35.52	20.65
Group 7.....	\$ 36.16	20.65

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

* LAB00113-009 06/04/2018

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel -		
*COMPRESSED AIR 0 - 15 lbs.)		
Group 1.....	\$ 20.92	20.65
Group 2.....	\$ 30.43	20.65
Group 3.....	\$ 33.24	20.65
Group 4.....	\$ 34.04	20.65
Group 5.....	\$ 34.16	20.65
Group 6.....	\$ 36.86	20.65
Group 7.....	\$ 37.48	20.65

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

*Compressed Air 15 - 30 lbs add \$2.00 to all classifications

*Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

LABO0140-005 06/04/2018

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

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1.....	\$ 27.41	17.20

Group 2.....	\$ 29.26	17.20
Group 3.....	\$ 29.46	17.20
Group 4.....	\$ 30.21	17.20

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00,
15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form
Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man;
Joint Sawyer; Gunnite Man; Manhole Builder; Welder;
Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and
Car Pusher; Raker and Luteman; Hydraulic jacking of
shields, Shield Drivers; Mining Machine; Lock Tenders;
Mucking Machine Operators; Motor Men and Gauge Tenders;
Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB00464-002 06/04/2018

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 27.31	17.20
Group 2.....	\$ 29.51	17.20
Group 3.....	\$ 29.71	17.20
Group 4.....	\$ 30.46	17.20

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add
\$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete
Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man;
Joint Sawyer; Gunnite Man; Manhole Builder; Welder;
Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and
Car Pusher; Raker and Luteman; Hydraulic jacking of
shields, Shield Drivers; Mining Machine; Lock Tenders;
Mucking Machine Operators; Motor Men and Gauge Tenders;
Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB01091-010 06/04/2018

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1.....	\$ 27.10	17.20
Group 2.....	\$ 29.16	17.20
Group 3.....	\$ 29.36	17.20
Group 4.....	\$ 30.11	17.20

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:

0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK,

PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR,
VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA
CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND
VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK
COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2018

	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.



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Federal ID(s): WISC 2019232

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Contract Items

Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	37.000 STA	_____.	_____.
0004	201.0205 Grubbing	37.000 STA	_____.	_____.
0006	204.0100 Removing Pavement	16,818.000 SY	_____.	_____.
0008	204.0150 Removing Curb & Gutter	89.000 LF	_____.	_____.
0010	204.0155 Removing Concrete Sidewalk	4,042.000 SY	_____.	_____.
0012	204.0165 Removing Guardrail	803.000 LF	_____.	_____.
0014	204.0250 Abandoning Manholes	4.000 EACH	_____.	_____.
0016	204.0260 Abandoning Inlets	9.000 EACH	_____.	_____.
0018	205.0100 Excavation Common	16,925.000 CY	_____.	_____.
0020	209.1500 Backfill Granular Grade 1	11,869.000 TON	_____.	_____.
0022	213.0100 Finishing Roadway (project) 01. 6999-18-73	1.000 EACH	_____.	_____.
0024	305.0120 Base Aggregate Dense 1 1/4-Inch	7,145.000 TON	_____.	_____.
0026	415.0080 Concrete Pavement 8-Inch	11,968.000 SY	_____.	_____.
0028	415.0210 Concrete Pavement Gaps	1.000 EACH	_____.	_____.
0030	415.1080 Concrete Pavement HES 8-Inch	445.000 SY	_____.	_____.
0032	415.4100 Concrete Pavement Joint Filling	14,256.000 SY	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	416.0160 Concrete Driveway 6-Inch	1,172.000 SY	_____.	_____.
0036	455.0605 Tack Coat	29.000 GAL	_____.	_____.
0038	460.2000 Incentive Density HMA Pavement	80.000 DOL	1.00000	80.00
0040	460.6223 HMA Pavement 3 MT 58-28 S	62.000 TON	_____.	_____.
0042	460.6424 HMA Pavement 4 MT 58-28 H	52.000 TON	_____.	_____.
0044	465.0120 Asphaltic Surface Driveways and Field Entrances	45.000 TON	_____.	_____.
0046	512.0500 Piling Steel Sheet Permanent Delivered	15,710.000 SF	_____.	_____.
0048	512.0600 Piling Steel Sheet Permanent Driven	15,710.000 SF	_____.	_____.
0050	513.2001 Railing Pipe	4.000 LF	_____.	_____.
0052	520.8000 Concrete Collars for Pipe	8.000 EACH	_____.	_____.
0054	601.0409 Concrete Curb & Gutter 30-Inch Type A	7,431.000 LF	_____.	_____.
0056	601.0411 Concrete Curb & Gutter 30-Inch Type D	142.000 LF	_____.	_____.
0058	601.0452 Concrete Curb & Gutter Integral 30-Inch Type D	665.000 LF	_____.	_____.
0060	602.0405 Concrete Sidewalk 4-Inch	35,963.000 SF	_____.	_____.
0062	602.0505 Curb Ramp Detectable Warning Field Yellow	336.000 SF	_____.	_____.
0064	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	28.000 SF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0066	602.1500 Concrete Steps	18.000 SF	_____.	_____.
0068	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	411.000 LF	_____.	_____.
0070	608.0321 Storm Sewer Pipe Reinforced Concrete Class III 21-Inch	68.000 LF	_____.	_____.
0072	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	378.000 LF	_____.	_____.
0074	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	790.000 LF	_____.	_____.
0076	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	716.000 LF	_____.	_____.
0078	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	577.000 LF	_____.	_____.
0080	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	390.000 LF	_____.	_____.
0082	611.0530 Manhole Covers Type J	13.000 EACH	_____.	_____.
0084	611.0624 Inlet Covers Type H	33.000 EACH	_____.	_____.
0086	611.2004 Manholes 4-FT Diameter	6.000 EACH	_____.	_____.
0088	611.2005 Manholes 5-FT Diameter	3.000 EACH	_____.	_____.
0090	611.2006 Manholes 6-FT Diameter	3.000 EACH	_____.	_____.
0092	611.2007 Manholes 7-FT Diameter	1.000 EACH	_____.	_____.
0094	611.3004 Inlets 4-FT Diameter	2.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0096	611.3230 Inlets 2x3-FT	31.000 EACH	_____.	_____.
0098	611.8110 Adjusting Manhole Covers	2.000 EACH	_____.	_____.
0100	612.0406 Pipe Underdrain Wrapped 6-Inch	310.000 LF	_____.	_____.
0102	614.2300 MGS Guardrail 3	725.000 LF	_____.	_____.
0104	614.2610 MGS Guardrail Terminal EAT	1.000 EACH	_____.	_____.
0106	614.2620 MGS Guardrail Terminal Type 2	1.000 EACH	_____.	_____.
0108	618.0100 Maintenance And Repair of Haul Roads (project) 01. 6999-18-73	1.000 EACH	_____.	_____.
0110	619.1000 Mobilization	1.000 EACH	_____.	_____.
0112	624.0100 Water	1,000.000 MGAL	_____.	_____.
0114	625.0100 Topsoil	6,433.000 SY	_____.	_____.
0116	625.0500 Salvaged Topsoil	2,753.000 SY	_____.	_____.
0118	627.0200 Mulching	1,503.000 SY	_____.	_____.
0120	628.1504 Silt Fence	2,326.000 LF	_____.	_____.
0122	628.1520 Silt Fence Maintenance	2,326.000 LF	_____.	_____.
0124	628.1905 Mobilizations Erosion Control	8.000 EACH	_____.	_____.
0126	628.1910 Mobilizations Emergency Erosion Control	5.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0128	628.2006 Erosion Mat Urban Class I Type A	5,574.000 SY	_____.	_____.
0130	628.2023 Erosion Mat Class II Type B	1,118.000 SY	_____.	_____.
0132	628.2031 Erosion Mat Class III Type A	1,725.000 SY	_____.	_____.
0134	628.7005 Inlet Protection Type A	30.000 EACH	_____.	_____.
0136	628.7015 Inlet Protection Type C	42.000 EACH	_____.	_____.
0138	628.7560 Tracking Pads	6.000 EACH	_____.	_____.
0140	629.0210 Fertilizer Type B	6.600 CWT	_____.	_____.
0142	630.0120 Seeding Mixture No. 20	85.000 LB	_____.	_____.
0144	630.0140 Seeding Mixture No. 40	150.000 LB	_____.	_____.
0146	630.0200 Seeding Temporary	85.000 LB	_____.	_____.
0148	634.0614 Posts Wood 4x6-Inch X 14-FT	23.000 EACH	_____.	_____.
0150	634.0616 Posts Wood 4x6-Inch X 16-FT	2.000 EACH	_____.	_____.
0152	634.0618 Posts Wood 4x6-Inch X 18-FT	8.000 EACH	_____.	_____.
0154	637.2210 Signs Type II Reflective H	185.440 SF	_____.	_____.
0156	637.2230 Signs Type II Reflective F	14.140 SF	_____.	_____.
0158	638.2102 Moving Signs Type II	2.000 EACH	_____.	_____.
0160	638.2602 Removing Signs Type II	26.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0162	638.3000 Removing Small Sign Supports	24.000 EACH	_____.	_____.
0164	642.5001 Field Office Type B	1.000 EACH	_____.	_____.
0166	646.1020 Marking Line Epoxy 4-Inch	10,696.000 LF	_____.	_____.
0168	646.3020 Marking Line Epoxy 8-Inch	222.000 LF	_____.	_____.
0170	646.5020 Marking Arrow Epoxy	18.000 EACH	_____.	_____.
0172	646.5120 Marking Word Epoxy	3.000 EACH	_____.	_____.
0174	646.5220 Marking Symbol Epoxy	14.000 EACH	_____.	_____.
0176	646.5320 Marking Railroad Crossings Epoxy	2.000 EACH	_____.	_____.
0178	646.6120 Marking Stop Line Epoxy 18-Inch	109.000 LF	_____.	_____.
0180	646.7020 Marking Diagonal Epoxy 6-Inch	2,245.000 LF	_____.	_____.
0182	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	783.000 LF	_____.	_____.
0184	650.4000 Construction Staking Storm Sewer	46.000 EACH	_____.	_____.
0186	650.4500 Construction Staking Subgrade	4,342.000 LF	_____.	_____.
0188	650.5000 Construction Staking Base	117.000 LF	_____.	_____.
0190	650.5500 Construction Staking Curb Gutter and Curb & Gutter	142.000 LF	_____.	_____.
0192	650.6500 Construction Staking Structure Layout (structure) 01. R-37-0056	LS	LUMP SUM	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0194	650.8500 Construction Staking Electrical Installations (project) 01. 6999-18-73	LS	LUMP SUM	_____.
0196	650.9000 Construction Staking Curb Ramps	25.000 EACH	_____.	_____.
0198	650.9910 Construction Staking Supplemental Control (project) 01. 6999-18-73	LS	LUMP SUM	_____.
0200	650.9920 Construction Staking Slope Stakes	4,342.000 LF	_____.	_____.
0202	652.0215 Conduit Rigid Nonmetallic Schedule 40 1 1/4-Inch	5,779.000 LF	_____.	_____.
0204	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	132.000 LF	_____.	_____.
0206	653.0164 Pull Boxes Non-Conductive 24x42-Inch	21.000 EACH	_____.	_____.
0208	654.0101 Concrete Bases Type 1	70.000 EACH	_____.	_____.
0210	654.0224 Concrete Control Cabinet Bases Type L24	3.000 EACH	_____.	_____.
0212	655.0610 Electrical Wire Lighting 12 AWG	6,020.000 LF	_____.	_____.
0214	655.0620 Electrical Wire Lighting 8 AWG	26,628.000 LF	_____.	_____.
0216	655.0625 Electrical Wire Lighting 6 AWG	3,890.000 LF	_____.	_____.
0218	655.0630 Electrical Wire Lighting 4 AWG	1,900.000 LF	_____.	_____.
0220	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. STA 26+67	LS	LUMP SUM	_____.
0222	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. STA 40+03	LS	LUMP SUM	_____.



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0224	656.0200 Electrical Service Meter Breaker Pedestal (location) 03. STA 54+50	LS	LUMP SUM	_____.
0226	659.2124 Lighting Control Cabinets 120/240 24-Inch	3.000 EACH	_____.	_____.
0228	690.0150 Sawing Asphalt	783.000 LF	_____.	_____.
0230	690.0250 Sawing Concrete	521.000 LF	_____.	_____.
0232	715.0415 Incentive Strength Concrete Pavement	3,725.000 DOL	1.00000	3,725.00
0234	999.1500.S Crack and Damage Survey	LS	LUMP SUM	_____.
0236	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,200.000 HRS	5.00000	6,000.00
0238	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	600.000 HRS	5.00000	3,000.00
0240	SPV.0045 Special 01. Seismograph	30.000 DAY	_____.	_____.
0242	SPV.0060 Special 01. Abandoning Storm Sewers	10.000 EACH	_____.	_____.
0244	SPV.0060 Special 02. Storm Sewer Pipe Reinforced Concrete Class III 48x42 Tee	1.000 EACH	_____.	_____.
0246	SPV.0060 Special 03. Abandon Existing Water Valves	8.000 EACH	_____.	_____.
0248	SPV.0060 Special 04. Abandon existing Water Mains	5.000 EACH	_____.	_____.
0250	SPV.0060 Special 05. Remove Existing Hydrants	4.000 EACH	_____.	_____.
0252	SPV.0060 Special 06. Valve and Box 6-Inch	11.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0254	SPV.0060 Special 07. Valve and Box 8-Inch	14.000 EACH	_____.	_____.
0256	SPV.0060 Special 08. Valve and Box 12-Inch	3.000 EACH	_____.	_____.
0258	SPV.0060 Special 09. Hydrant	7.000 EACH	_____.	_____.
0260	SPV.0060 Special 10. Corporation Stop and Curb Stop 1-Inch	58.000 EACH	_____.	_____.
0262	SPV.0060 Special 11. Corporation Stop and Curb Stop 2-Inch	1.000 EACH	_____.	_____.
0264	SPV.0060 Special 12. Connect to Existing Water Main	9.000 EACH	_____.	_____.
0266	SPV.0060 Special 13. Construction Staking Water Main Structure	94.000 EACH	_____.	_____.
0268	SPV.0060 Special 14. Abandon Sanitary Manhole	5.000 EACH	_____.	_____.
0270	SPV.0060 Special 15. Sanitary Manhole Covers Type J-S	16.000 EACH	_____.	_____.
0272	SPV.0060 Special 16. Tracer Wire Access Box	15.000 EACH	_____.	_____.
0274	SPV.0060 Special 17. 8x4-Inch Wye	26.000 EACH	_____.	_____.
0276	SPV.0060 Special 18. 8x6-Inch Wye	24.000 EACH	_____.	_____.
0278	SPV.0060 Special 19. 10x4-Inch Wye	5.000 EACH	_____.	_____.
0280	SPV.0060 Special 20. 10x6-Inch Wye	3.000 EACH	_____.	_____.
0282	SPV.0060 Special 21. Connect Pipe to Existing Sanitary	7.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0284	SPV.0060 Special 22. Connect Manhole to Existing Manhole	5.000 EACH	_____.	_____.
0286	SPV.0060 Special 23. Construction Staking Sanitary Structure	31.000 EACH	_____.	_____.
0288	SPV.0060 Special 24. Decorative Lighting Unit Type A	70.000 EACH	_____.	_____.
0290	SPV.0060 Special 25. Sanitary Manhole Covers Type J-S-30	5.000 EACH	_____.	_____.
0292	SPV.0090 Special 01. Bore and Jack 36-Inch Casing Steel	125.000 LF	_____.	_____.
0294	SPV.0090 Special 02. Bore and Jack 20-Inch Casing Steel	116.000 LF	_____.	_____.
0296	SPV.0090 Special 03. Bore and Jack 16-Inch Casing Steel	125.000 LF	_____.	_____.
0298	SPV.0090 Special 04. Storm Sewer Pipe Reinforced Concrete Class III 18-Inch in Casing	125.000 LF	_____.	_____.
0300	SPV.0090 Special 05. Water Main DI 8-Inch in Casing	116.000 LF	_____.	_____.
0302	SPV.0090 Special 06. Sanitary Sewer PVC 8-Inch in Casing	125.000 LF	_____.	_____.
0304	SPV.0090 Special 07. Water Main DI 6-Inch	245.000 LF	_____.	_____.
0306	SPV.0090 Special 08. Water Main DI 8-Inch	2,879.000 LF	_____.	_____.
0308	SPV.0090 Special 09. Water Main DI 12-Inch	1,236.000 LF	_____.	_____.
0310	SPV.0090 Special 10. Water Service Copper 1-Inch	1,401.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0312	SPV.0090 Special 11. Water Service Copper 2-Inch	21.000 LF	_____.	_____.
0314	SPV.0090 Special 12. Construction Staking Water Main Pipe	4,360.000 LF	_____.	_____.
0316	SPV.0090 Special 13. Sanitary Sewer PVC 8-Inch	3,086.000 LF	_____.	_____.
0318	SPV.0090 Special 14. Sanitary Sewer PVC 10-Inch	678.000 LF	_____.	_____.
0320	SPV.0090 Special 15. Sanitary Sewer PVC 21-Inch	265.000 LF	_____.	_____.
0322	SPV.0090 Special 16. Sanitary Lateral PVC 4-Inch	908.000 LF	_____.	_____.
0324	SPV.0090 Special 17. Sanitary Lateral PVC 6-Inch	772.000 LF	_____.	_____.
0326	SPV.0090 Special 18. Construction Staking Sanitary Pipe	4,029.000 LF	_____.	_____.
0328	SPV.0090 Special 19. Sanitary Sewer Televising	4,029.000 LF	_____.	_____.
0330	SPV.0105 Special 01. Temporary Water Service	LS	LUMP SUM	_____.
0332	SPV.0105 Special 02. Crack and Damage Survey Sanitary Sewer Line	LS	LUMP SUM	_____.
0334	SPV.0105 Special 03. Locate Sanitary Sewer Line	LS	LUMP SUM	_____.
0336	SPV.0165 Special 01. Wall Modular Block Mechanically Stabilized Earth Structure R-37-56	1,870.000 SF	_____.	_____.
0338	SPV.0200 Special 01. Sanitary Manhole 4-Foot	232.680 VF	_____.	_____.
0340	SPV.0200 Special 02. Sanitary Manhole Inside Drop	23.840 VF	_____.	_____.



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Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0342	SPV.0200	24.920		
	Special 03. Sanitary Manhole Outside Drop	VF	_____.	_____.
	Section: 0001		Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE



Wisconsin Department of Transportation

April 3, 2019

**Division of Transportation Systems
Development**

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

**Proposal #27: 6999-18-73, WISC 2019 232
C Wausau, South 1st Avenue
Thomas Street to Stewart Avenue
Local Street
Marathon County**

Letting of April 9, 2019

This is Addendum No. 01, which provides for the following:

Special Provisions:

Revised Special Provisions	
Article No.	Description
42	Decorative Lighting Unit Type A, Item SPV.0060.24

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

ADDENDUM NO. 01

6999-18-73

April 3, 2019

Special Provisions

42. Decorative Lighting Unit Type A, Item SPV.0060.24

*Replace entire section titled **B.4 Accessories** with the following:*

B.4 Accessories

ROAM Wireless enabled communication device shall be included. ROAM part number shall be REN127 DV10 G M50.

Duplex outlet shall be 20 amp, 125 volt, ground fault interrupter receptacle recessed in the post. Receptacle and cover shall mount to outlet provision box, recessed in the post shaft, with gasket and stainless steel screws. Outlet box and cover shall be finished in same process as poles and luminaires.

END OF ADDENDUM