

HIGHWAY WORK PROPOSAL

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

Proposal Number: **014**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Columbia	6918-01-72	WISC 2021030	C Portage, Wisconsin & Dewitt Sts; Ontario Street To E Pleasant Street	USH 051

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: \$100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: December 8, 2020 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 29, 2021	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 5%	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, HMA Pavement, Curb and Gutter, Sidewalk, Signs, Pavement Marking, Retaining Wall, Street Lighting, Traffic Signals	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 6918-01-72, City of Portage, Wisconsin & Dewitt Streets, (Ontario Street – East Pleasant Street), USH 51, Columbia 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, 2021 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 (20200629)

2. Scope of Work.

The work under this contract shall consist of removals, excavation common, base aggregate, HMA pavement, concrete curb and gutter, concrete sidewalk, storm sewer, erosion control, traffic control, restoration, pavement marking, permanent signing, street lighting, permanent traffic signals, minor retaining wall, 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. Mandatory Pre-Bid Meeting.

Add the following to standard spec 102.3.1:

Prospective bidders are required to attend a mandatory pre-bid meeting on Tuesday, November 10, 1:00 PM. Attend the meeting by calling into the teleconference at (608) 316-9000, conference ID: 48008261#.

No meeting minutes will be prepared. Issues discovered at the meeting will be handled by addendum.

stp-102-010 (20150630)

4. Prosecution and Progress.

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

Provide the start date to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the approved start date.

To revise the start date, submit a written request to the engineer at least two weeks before the intended start date. The engineer will approve or deny that request based on the conditions cited in the request and its effect on the department's scheduled resources.

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment. Included in this "Prosecution and Progress" special provision are interim and final completion dates. These dates indicate that work efforts will possibly require multiple or concurrent controlling operations to occur at the same time. This information is included to assist the contractor and its subcontractors and shall not be interpreted as a demonstration of specified means and methods or work periods other than intermediate and completion dates.

Prior to beginning operations under this contract submit in writing a proposed schedule of operations and method of coordination and handling traffic to the engineer for approval.

Be advised that there may be multiple mobilizations and/or remobilizations to complete construction operations, for example such items as: HMA pavement, concrete curb and gutter, traffic control, detours, signing, pavement marking, traffic signals, street lighting, finishing items and other incidental items related to the staging. No additional payment will be made, by the department, for additional mobilizations.

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.

B Contractor Coordination

Hold progress meetings once a week. The contractor's superintendent or designated representative, designated materials representative, and subcontractor's representatives for ongoing subcontract work or subcontractor work to begin within the next two weeks are to attend and provide a written schedule of the next week(s) operations. Include begin and end dates of specific prime and subcontractor work operations. Agenda items to include review of contractor's schedule and subcontractor's schedule, evaluation of progress and pay items, and revisions if necessary. Plans and specifications for upcoming work will be reviewed to prevent potential problems of conflicts between contractors.

Based on the progress meeting, if a new revised schedule is requested by the engineer, submit it within seven calendar days. Failure to submit a new schedule within seven days shall result in the engineer holding pay requests until received.

USH 51 is the known alternate route for IH 39. Prior to beginning work coordinate with the engineer and Wisconsin State Patrol to develop a contingency plan in the event that an incident occurs on IH 39 during the closure of USH 51.

Temporary Street Lighting

Maintain existing street lighting on Wisconsin Street during stage 1 construction.

Local Festivals

Do not perform work on this project and maintain business access during the following local festivals:

- Canal Days: June 4-6, 2021
- Taste of Portage August 27-29, 2021

C Work Restrictions

USH 51 (Wisconsin Street) will allowed to be closed from Station 101+50 WI to Station 105+00 WI to through traffic for a maximum of 14 calendar days to complete construction activities including installing and backfilling Pipe Arch Structural Plate and base aggregate dense. Do not reopen the roadway until all debris and equipment are removed from the traveled way and all signs, barrels, barricades, and traffic control devices required to close the roadway are covered, moved, or removed. Wisconsin Street will be allowed to be opened to local traffic on base aggregate dense.

Excavation material and cleared and grubbed material shall be stockpiled on upland areas an adequate distance away from wetlands, storm sewer inlets, floodplains, the Wisconsin River Levee and the waterways as determined by the engineer.

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

Equip vehicles with a tailgate and adequate sideboards when hauling material subject to spillage on all roadways. Use covers and/or other protective devices to prevent spillage as directed by the engineer. Immediately clean up any debris or spillage that falls onto live traffic lanes or shoulders.

Protect all building faces and overhangs from damage and debris. Place a shield (plywood, sheeting, etc.) against the building to protect it when performing work near buildings. Protecting building faces and overhangs is considered incidental to the bid item that is being worked on at the time. The contractor is responsible for returning the building face to its original condition if any damage occurs or if any debris has adhered to the building face.

Comply with all local ordinances that apply to local street work operations, including those pertaining to working during nighttime hours. Furnish any ordinance variance issued by the municipality or required permits to the engineer in writing three business days prior to performing such work.

D Construction Staging

The department anticipates that the schedule for each stage is as follows:

Stage 1A Construction: Reconstruct USH 51 (Dewitt Street) from Wisconsin Street to Pleasant Street.

Stage 1B Construction: Continue reconstruction on USH 51 (Dewitt Street) and complete sidewalk construction on one side of Dewitt Street.

Stage 1C Construction: Complete reconstruction on USH 51 (Dewitt Street) and complete sidewalk construction on opposite side of Dewitt Street.

Stage 2A Construction: Do not begin Stage 2A until Dewitt Street is open to traffic on final HMA surface and proposed concrete sidewalk on Dewitt Street is completed. Reconstruct USH 51 (Wisconsin Street) and levee connections and complete replacement of existing culvert at the Portage Canal.

Stage 2B Construction: Complete reconstruction on USH 51 (Wisconsin Street), permanent traffic signals installation at Wisconsin and Dewitt Street intersection, permanent street light installation and permanent signing and marking installation.

Conform the schedule of operations to the construction staging as shown in the traffic control plans and as described herein unless modifications to the schedule are approved in writing by the engineer.

Do not switch traffic over to the next construction stage until all signing, pavement marking, lighting, barricades, and traffic control drums for the stage are in place, temporary signals for the stage are in place and operational, and conflicting pavement markings and signs are removed as shown in the traffic control and temporary signal plans and as directed by the engineer.

E Interim Completion of Work

If the contractor fails to complete the work necessary to reopen USH 51 (Wisconsin Street) to local traffic on base aggregate within 14 consecutive calendar days of closing the roadway, the department will assess the contractor \$1,875 in interim liquidated damages for each calendar day the roadway remains closed beyond 14 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the movement remains closed beyond 12:01 AM.

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

5. Traffic.

A General

USH 51 will be closed to through traffic and will utilize a multiple stage detour plan as described in these provisions.

Perform the work under this contract in a manner that will interfere as little as possible with active traffic. Do not park or store vehicles, equipment, or materials on local streets adjacent to active traffic except at the time of performance of the work. Materials or equipment may be stored within the right-of-way only at locations meeting the approval of the engineer.

Coordinate traffic requirements under this contract with other ongoing department construction projects. This contractor shall be responsible for implementing and coordinating with other contractors all traffic control as shown on the plans.

Place Traffic Control Signs Portable Changeable Message for all lane and roadway closures or traffic pattern changes, as shown on the plans, or as directed by the engineer, at least one week prior to the lane or roadway closure or traffic pattern change. Obtain approval from the engineer for all messages for the Traffic Control Signs Portable Changeable Message. All lane closures are subject to the approval of the engineer.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

B Traffic Operations

Stage 1 Traffic

USH 51 (Dewitt Street) will be closed to all traffic and detoured via STH 16 – IH 39 while work is being completed between Wisconsin Street and Pleasant Street. STH 33 Cook Street to remain open at all times. Signals at Wisconsin and Dewitt Street to be removed or deactivated and Warren Street to become a stop condition.

Stage 1A: Existing sidewalk to remain in place for pedestrian access.

Stage 1B: Pedestrian access will utilize the existing sidewalk on one side of Dewitt Street and temporary access as shown on the plans or as approved by the engineer.

Stage 1C: Pedestrian access will utilize the newly constructed sidewalk on Dewitt Street and temporary access as shown on the plans or as approved by the engineer.

Stage 2 Traffic

USH 51 (Wisconsin Street) through traffic will be detoured via STH 60 – IH 39 and STH 16 (Wisconsin Street) through traffic will be detoured via USH 51 - STH 60 – IH 39 while work is being completed between Ontario Street and Edgewater Street.

Dewitt Street to be open to traffic on finished HMA pavement.

Stage 2A: Open Wisconsin Street to local traffic on base aggregate after allowed closure. Maintain pedestrian access on northside of Wisconsin Street on existing or temporary surface. The sidewalk will be allowed to be closed on both sides of Wisconsin Street at the Portage Canal during the culvert replacement. Provide a single temporary crosswalk at every other intersection that has existing sidewalk to allow pedestrian movements across the Wisconsin Street work zone at all times.

The Ice Age National Scenic Trail/Tow Path will be closed and detoured as shown in plans or as approved by the engineer until the proposed or temporary pedestrian surface is complete as shown in Stage 2B. Complete the work in a reasonable time and manner to limit detour time and resume access.

Stage 2B: USH 51 (Wisconsin Street) will be open to local traffic. Maintain pedestrian access on the newly constructed southside sidewalk, new levee connection trails, existing or temporary surfaces. Provide temporary crosswalks at every other intersection that has existing sidewalk to allow pedestrian movements across the Wisconsin Street work zone at all times.

C Residential and Business Property Access

During construction operation, maintain access through the work zone for local traffic (both residential and commercial), emergency vehicles, mail delivery and garbage/recycling pickup. Maintain a minimum travel lane width of 12 feet with a minimum clear width of 15 feet on a minimum driving surface of base aggregate dense for local traffic. When work operations are not occurring and/or during nighttime hours maintain two lanes of traffic. Two lanes of traffic shall be maintained at all times from Ontario Street to the end of project. When access must be limited due to construction operations, notify the police and fire departments, the engineer, property owners and occupants at least 48 hours prior to the beginning of the construction operation. Complete the work in a reasonable time and manner to resume access to the property.

Maintain access to all commercial and private entrances at all times for local residents, businesses, emergency vehicles, mail delivery and garbage/recycling pickup. Contact the property owner 5 working days before removing any existing driveway to coordinate temporary closures. If the contractor coordinates the closure of any access with the owner(s), the contractor shall provide written documentation of the coordination with the owner(s) to the engineer. Concrete curb and gutter, concrete driveway, and concrete sidewalk 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 with multiple driveways.

Coordinate with the Columbia County Recycling and Waste to provide access for garbage and recycling collection.

Coordinate with the Portage Post Office to provide access for mail delivery.

Coordinate with the Portage School District to provide school bus access.

Maintaining property access as described above is considered incidental to the Traffic Control bid item.

D Pedestrian Access

USH 51 (Dewitt Street) – Stage 1

Maintain an ADA accessible pedestrian access, 6-foot wide desirable, 4-foot minimum, on either the existing sidewalks or a temporary sidewalk surface to all business and residential entrances for as long as possible along both sides of USH 51 (Dewitt Street) through the work zone and connections to the existing side street sidewalk network. The contractor may use the existing sidewalk or may provide a temporary surface for pedestrian access, while the majority of the internal roadway part of the project is completed. Provide protection from any drop-off exceeding 6-inches and install a temporary pedestrian barricade between the pedestrian access and the work zone.

When the remaining sidewalks need to be removed for replacement, the contractor shall have three consecutive calendar days to remove, grade and pave new concrete sidewalk available for pedestrian use. The contractor will only be allowed to remove the sidewalk on one side of the street at a time.

If a business or residence does not have another entrance that can be used during the placement of the new concrete sidewalk, the contractor must provide a temporary pedestrian surface to bridge over the new concrete to the entrance until the new concrete has sufficient strength to carry pedestrian traffic without being damaged.

USH 51 (Wisconsin Street) – Stage 2

Maintain an ADA accessible pedestrian access, 6-foot wide desirable, 4-foot minimum, on either the existing sidewalks or a temporary sidewalk surface to all business and residential entrances for as long as possible along the northside of USH 51 (Wisconsin Street) through the work zone and connections to the existing side street sidewalk network. The contractor may use the existing sidewalk or may provide a temporary surface for pedestrian access, while the majority of the internal roadway part of the project is completed. Provide protection from any drop-off exceeding 6-inches and install a temporary pedestrian barricade between the pedestrian access and the work zone.

E Advance Notification

Notify the Wisconsin State Patrol, Columbia County Sheriff, City of Portage Police and Fire Departments, Portage Post Office, Columbia County Recycling and Waste and Portage Daily Register at least three days in advance of the start of work, closures of existing streets, and prior to traffic control changes. Notifications must be given by 4:00 PM on Thursday for any such work to be done on the following Monday.

Notify business owners and residents at least two days prior to restricting access and five days prior to closing access. Schedule sidewalk and driveway approach removal and replacement so that the time lapse between removal and replacement is minimal.

Notify the City of Portage School District two weeks prior to construction. Also notify them one week prior to traffic switches and lane closures.

The department has the authority to disallow any requested closures or width restrictions. Advance notification as described above is considered incidental to the Traffic Control.

6. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 51 and STH 33 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, April 2, 2021 to 6:00 AM Monday, April 5, 2021 for Easter;
- From noon Friday, May 28, 2021 to 6:00 AM Tuesday, June 1, 2021 for Memorial Day;
- From noon Friday, July 2, 2021 to 6:00 AM Tuesday, July 6, 2021 for Independence Day;
- From noon Friday, September 3, 2021 to 6:00 AM Tuesday, September 7, 2021 for Labor Day;

stp-107-005 (20181119)

7. Utilities.

This contract does not come under the provision of Wisconsin Administrative Code Chapter Trans 220.

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per state statute. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

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

Contact each utility company listed in the plans, prior to preparing bids, to obtain current information on the status of existing and any new utility relocation work.

Utility companies will be performing utility work and adjustments within the limits and during the life of the project. The contractor shall cooperate and coordinate construction activities with these utility companies.

There may be discontinued utility facilities within the project limits. When a conflict with a discontinued utility facility is encountered, contact the appropriate utility owner/representative to coordinate construction activities and proper removal and disposal of said facility, as necessary.

Utility working days shown herein are as defined in Wisconsin Administrative Code Chapter Trans 220.

Known utilities in the project area are as follows and station locations are approximate locations:

Alliant Energy (Electric) has overhead and underground electric facilities located throughout the project limits. Alliant Energy will complete facility adjustments to the below list of items during construction. Contact Steve Kohlhausen via phone at (608) 742-0830 or email at stevekohlhausen@alliantenergy.com a minimum of ten business days prior to needing each adjustment completed to coordinate construction activities. Alliant Energy anticipates two days to complete each adjustment below during construction:

Alliant Energy has a three phase electric line from Dewitt and East Edgewater Street (Station 539+25 'DE' RT) to Station 106+50 'WI' where it crosses. Line continues on to Station 108+75 'WI' RT. Alliant will de-energize the section of line over the canal for replacement. (Approximately Station 105+00 'WI' to East Edgewater Street). Alliant Energy will replace line after construction.

Alliant Energy will install a new pole in the new terrace at Dodge Street once existing sidewalk is removed during Stage 2.

Alliant Energy will work with contractors for new electric services required for streetlights and traffic lights along with the City of Portage and Wisconsin DOT during construction, so lights have electric service.

Alliant Energy (Gas) has underground gas facilities located throughout the project limits. Alliant Energy will relocate gas main to the below list behind proposed inlets and light bases prior to construction.

- Station 100+50 'WI' LT
- Station 101+05 'WI' RT
- Station 102+30 'WI' LT
- Station 106+25 - 108+75 'WI' RT
- Station 116+40 'WI' LT & RT
- Station 539+50 'DE' RT
- Station 546+00 'DE' RT

Alliant Energy will replace gas service crossing at Station 116+40 'WI' prior to construction.

Alliant Energy will discontinue gas main crossing on East Pleasant Street prior to construction and install new gas main on the north side of Pleasant Street.

Alliant Energy has discontinued gas mains throughout the project limits. Contact Alliant Energy to verify that the facility has been discontinued. Do not assume that an unmarked facility has been discontinued.

Contact Steve Kohlhausen via phone at (608) 742-0830 or email at stevekohlhausen@alliantenergy.com a minimum of 15 business days prior to construction.

American Transmission Company has an overhead 69 kV transmission facility crossing USH 51 (Wisconsin Street) near the Ontario Street intersection. The existing storm sewer located near an ATC pole facility (Station 148+75 'WI' RT) will be discontinued in place according to the plans.

While no conflicts anticipated, contact ATC when working close or removing more than a foot of soil around the guy wires. ATC can supply a Maintenance person on site to monitor or watch the work around the guys as required. Maintain a safe working clearance to the 69 kV conductors at all times based on the latest OSHA requirements.

Contact Doug Vosberg via phone at (608) 877-7650 or email at Dvosberg@atcllc.com.

Charter Communications has underground and aerial facilities attached to poles owned by Alliant Energy located throughout the project limits.

Charter will install a new underground fiber optic line crossing Wisconsin Street at Station 148+75 'WI' and Dewitt Street at Station 544+60 'DE' prior to construction.

City of Portage has sanitary sewer facilities located within the project limits. The existing sanitary sewer will remain in place and existing manholes will be adjusted during construction. Sanitary sewer manhole adjustments and reconstructions are included in the project.

City of Portage has water distribution facilities located throughout the project limits. The existing watermain will remain in place and existing water valves will be adjusted during construction. Water valve adjustments are included in the project.

Frontier Communications has underground and aerial facilities attached to poles owned by Alliant Energy located throughout the project limits.

No conflicts anticipated.

8. Timely Decision Making Manual.

Use the Timely Decision Making Manual (TDM) on this contract. Coordinate with the department to modify the various published tools as necessary to meet the particular project needs and determine how to implement those tools under the contract. Ensure the full participation of the contractor and its principal subcontractors throughout the term of the contract.

Forms and associated guidance are published in the TDM available at the department's Highway Construction Contract Information (HCCI) web site at:

<https://wisconsindot.gov/rdwy/admin/tdm.doc>

stp-105-005 (20151210)

9. Information to Bidders, U.S. Army Corps of Engineers Section 408 Permit.

The department has obtained a U.S. Army Corps of Engineers Section 408 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. U.S. Army Corps of Engineers review of plans may be required if any details deviate from the approved Section 408 permit. A copy of the permit is available from the regional office by contacting David Schmidt at (608) 246-3867.

10. Environmental Protection, Aquatic Exotic Species Control.

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

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

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels before being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Guidelines from the Wisconsin Department of Natural Resources for disinfection are available at:

<http://dnr.wi.gov/topic/invasives/disinfection.html>

Use the following inspection and removal procedures:

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

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

stp-107-055 (20130615)

11. 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 David Schmidt at (608) 246-3867. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

12. Construction Over or Adjacent to Navigable Waters.

The Portage Canal is classified as a state navigable waterway under standard spec 107.19.

stp-107-060 (20171130)

13. Health and Safety Requirements for Workers Remediating Petroleum Contamination.

Add the following to standard spec 107.1(2):

Soil contamination with gasoline, diesel fuel, fuel oil, or other petroleum related products may be encountered during excavation activities. Prepare a site specific Health and Safety Plan complying with the Occupational Safety and Health Administration (OSHA) standard for Hazardous Waste Operation and Emergency Response (HAZWOPER), 29 CFR 1910.120.

All site workers taking part in remediation activities or who will have the reasonable probability of exposure of safety or health hazards associated with the hazardous material shall have completed Health and Safety training that meets OSHA requirements. Before the start of remediation work, submit to the engineer a site specific Health and Safety Plan, and written verification that workers will have completed up-to-date OSHA training.

Develop, delineate, and enforce the health and safety exclusions zones for each contaminated site location pursuant to 29 CFR 1910.120.

stp-107-115 (20150630)

14. Coordination with Businesses and Residents.

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

stp-108-060 (20141107)

15. Notice to Contractor – Columbia County Fiber Optic.

Columbia County has a fiber optic line located at Station 549+00 'DE'. Columbia County will relocate this line out of conflict prior to construction.

The contact is David Drews, (608) 742-9815, e-mail: David.drews@co.columbia.wi.us.

16. Notice to Contractor – Groundwater.

There is a potential to encounter high groundwater levels during construction operations. Develop a plan to dewater areas of high groundwater to maintain construction operations. Any work required to alleviate high groundwater for construction operations is incidental to the contract.

17. Abandoning Sewer, Item 204.0291.S.

A Description

This special provision describes abandoning existing sewer by filling it with cellular concrete as the plans show and conforming to standard spec 204 and standard spec 501 as modified in this special provision.

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0291.S	Abandoning Sewer	CY

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

stp-204-050 (20080902)

18. Removing Tree Grate, Item 204.9060.S.01.

A Description

This special provision describes removing steel tree grates conforming to standard spec 204.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Tree Grate in each, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Tree Grate	EACH
stp-204-025 (20150630)		

19. Removing Handholes, Item 204.9060.S.02.

A Description

This special provision describes removing handholes conforming to standard spec 204.

B (Vacant)

C Construction

Handholes shall be removed from the project corridor as shown on the plans and as directed by the engineer. Contractor shall verify with engineer in the field that handhole removal will not disrupt any existing electrical systems to remain. Removed handholes shall become property of the contractor and shall be disposed of off the project site.

D Measurement

The department will measure Removing Handholes as each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.02	Removing Handholes	EACH

Payment is full compensation for removing handholes, disconnecting conduit, and disposal of all removed materials.

20. Removing Electrical Conductors from Existing Conduit, Item 204.9090.S.01.

A Description

This special provision describes removing electrical conductors from existing conduit and disposing them off of the project site.

B (Vacant)

C Construction

Wires shall be removed from the existing underground conduits as shown on the plans and as directed by the engineer. The engineer shall verify the extent of the wiring removal prior to disconnecting luminaires. Any necessary splices or disconnections shall be done as part of this pay item. Removed wires shall become property of the contractor and shall be disposed of off the project site.

D Measurement

The department will measure Removing Electrical Wires from Existing Conduit by linear feet of conduit from where wires shall be removed and disposed of, regardless of conductor quantity within conduit, acceptably completed. The vertical length and wire slack shall be incidental to this pay item.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.01	Removing Electrical Conductors from Existing Conduit	LF

Payment is full compensation for removing electrical wires from conduits and disposal of all removed materials.

21. Removing Concrete Steps, Supports, and Railings, Item 204.9105.S.01.

A Description

This special provision describes removing concrete steps, support, and railings conforming to standard spec 204 and as hereinafter provided.

B (Vacant)

C Construction

In areas that the concrete steps are to remain in place cut all bolts and pipe sleeves flush with the top of the concrete steps. Grind rough burrs or edges as to not leave any sharp edges. Fill all tube holes with an engineer approved flowable mortar mix.

D Measurement

The department will measure Removing Concrete Steps, Supports, and Railing as a lump sum unit of work, acceptably completed.

E Payment

Add the following to standard spec 204.5

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.01	Removing Concrete Steps, Supports, and Railing	LS
stp-204-025 (20150630)		

22. Select Borrow, Item 208.1100.

Conform to the requirements of standard spec 208 and as hereinafter provided.

Materials

Furnish and use material that consists of granular material meeting the following requirements:

- 3-Inch 100% passing
- No. 4 50-100% passing

And for the portion passing the No. 4 sieve:

- No. 4 100% passing
- No. 40 20-70% passing
- No. 100 0-15% passing
- No. 200 0-5% passing

All fill placed on the levee, and not protected by geotextile fabric DF, consist of Select Borrow compacted in lifts not to exceed 8-inches in loose thickness, and shall be compacted to at least 95% of maximum dry density as determined by the Standard Proctor (ASTM D-698).

Select Borrow should be used in the 3-ft deep by 4-ft wide well-draining zone outside the curb as shown in the typical sections. This excavation and replacement should extend from Station 117+50 to 148+50 'WI' RT, with minor gaps allowable where a utility or other conflict exists.

23. Backfill Structure Type B, Item 210.2500.

Conform to the requirements of standard spec 210 and as hereinafter provided.

Supplement standard spec. 210.2.3 with the following:

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. 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 culvert. All certified reports of test results shall be less than 6 months old and performed by a certified independent laboratory.

In addition, backfill material shall meet the following requirements.

Test	Method	Value
pH	AASHTO T-289	6-8
Sulfate Content	AASHTO T-290	≤ 200 ppm
Chloride Content	AASHTO T-291	≤ 100 ppm
Electrical Resistivity	AASHTO T-288	3000 ohm-cm min. 1500 ohm-cm min.
Organic Content	AASHTO T-267	1% max.

24. Base Aggregate Dense 1 1/4-Inch, Item 305.0120.

Add the following to standard spec 305.2.2.1:

When 1 1/4-Inch base aggregate is ≥ 50 percent crushed gravel, conform to the following gradation requirements:

SIEVE	PERCENT PASSING BY WEIGHT
1 1/4 inch	95 - 100
1 inch	---
3/4 inch	70 - 90
3/8 inch	45 - 75
No. 4	30 - 60
No. 10	20 - 40
No. 40	7 - 25
No. 200	3 - 10 ^[1]

^[1] Limited to a maximum of 8.0 percent for base placed between old and new pavement.

swr-305-002 (20170711)

25. QMP Base Aggregate Dense 1 1/4-Inch Compaction, Item 371.2000.S.

A Description

- (1) This special provision describes modifying the compaction and density testing and documentation requirements of work done under the Base Aggregate Dense 1 1/4-Inch bid items. Conform to standard spec 305 as modified in this special provision and to the contract QMP Base Aggregate article.
- (2) Provide and maintain a quality management program. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process related to construction of dense graded base which meets all the requirements of this provision.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures.

<https://wisconsin.gov/rdwy/cmm/cm-08-00toc.pdf>

- (4) This special provision applies to Base Aggregate Dense 1 1/4-Inch material placed: above at least 16 inches of subgrade improvement, 12 inches of subgrade improvement and geogrid or QMP subgrade provisions, between shoulder hinge points and lower than mainline pavement. Unless otherwise specified by the contract, all Base Aggregate Dense 1 1/4-Inch material placed on side roads, private and public entrances, individual ramps less than 1500 feet, passing lanes less than 1500 feet, tapers, turn lanes, and other undefined locations are exempt from the compaction and density requirement modifications and testing contained within this special provision.

B (Vacant)

C Construction

C.1 General

- (1) The engineer shall approve the grade before placement of the base. Approval of the grade shall be according to applicable provisions of the standard specifications.

Add the following to standard spec 305.3.2.2:

- (3) For 1 1/4-Inch dense graded base composed of $\leq$ 20% reclaimed asphaltic pavement (RAP) or crushed concrete (RCA), as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve, the contractor must determine the material target density according to:

Method 1: Maximum dry density according to AASHTO T-180, Method D, with correction for coarse particles and modified to require determination of Bulk Specific Gravity (G_m) according to AASHTO T 85. Bulk Specific Gravities determined according to standard spec 106.3.4.2.2 for aggregate source approval may be utilized.

- (4) For 1 1/4-Inch dense graded base composed of $>20\%$ RAP or RCA, as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve, the contractor may choose from the following options to determine the material target density:

Method 2: Maximum dry density as determined by AASHTO T-180, Method D, with correction for coarse particles, and modified to require determination of Bulk Specific Gravity (G_m) according to AASHTO T 85.

Method 3: Maximum wet density as determined by AASHTO T-180, Method D, modified to define *Maximum Density* as the wet density in pounds per cubic foot of soil at optimum moisture content using Method D specified compaction, with correction for coarse particles, and modified to require determination of Bulk Specific Gravity (G_m) according to AASHTO T 85.

Method 4: Average of 10 random control strip wet density measurements as described in section C.2.5.1.

- (5) Compact the 1 1/4-Inch dense graded base to a minimum of 93.0% of the material target density for methods 1, 2 and 3. Compact 1 1/4-inch dense graded base to a minimum of 96% of the material target density for method 4. Ensure that adequate moisture is present during placement and compaction operations to prevent segregation and to help achieve compaction.
- (6) Base Aggregate Dense 1 1/4-Inch will be accepted for compaction on a lot basis.

- (7) Field density tests on materials using contractor elected target density methods 3 or 4 will not be considered for lot acceptance on the basis of compaction under the requirements of this provision until the moisture content of the in-place material is less than 2.0 percentage points above the maximum wet density optimum moisture or 2.0 percentage points of the average moisture content of the 10 density tests representing a control strip, respectively. Determine moisture content using AASHTO T255 as modified in CMM chapter 8 or a nuclear density gauge. If conducting AASHTO T255, sample materials after watering but before compaction.

C.2 Quality Management Program

C.2.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer no later than 10 business days before placement of material. Do not place any dense graded base before the engineer reviews and accepts the plan. Construct the project as the plan provides.
- (2) 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. Lot layout and random test location plan.
 8. A description of placement methods and operations. Including, but not limited to: staging, construction of an initial working platform, lift thicknesses, and equipment.

C.2.1 Pre-Placement Meeting

A minimum of two weeks before placement of Base Aggregate Dense 1 1/4-Inch material, hold a pre-placement meeting at a mutually agreed upon time and location. Present the Quality Control Plan at the meeting. Attendance at the pre-placement meeting is mandatory for the project superintendent, quality control manager, project inspection and testing staff, all appropriate contractor personnel involved in the sampling, testing, and quality control including subcontractors, and the engineer or designated representatives.

C.2.2 Personnel

- (1) Perform the quality control sampling, testing, and documentation required under this provision using technicians certified by the department's Highway Technician Certification Program (HTCP). Have a HTCP Nuclear Density Technician I, or ACT certified technician, perform field density and field moisture content testing. Adhere to the minimum required certifications for aggregate testing per part 7 of the standard specification. AASHTO T180 proctor testing requires a minimum certification level of AGGTEC-1.
- (2) If an ACT is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

C.2.3 Equipment

- (1) 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.

- (2) Furnish nuclear gauges from the department's approved product list at:
<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>
- (3) Ensure that the nuclear 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.
- (4) For all target density methods, conform to AASHTO T310 and CMM 8-15 for wet density testing and gauge monitoring methods.
- (5) For the specified target density determined using method 1 in section C.1, compute the dry densities for the compacted dense graded base, composed of < or = 20% RAP or RCA, according to AASHTO T310.
- (6) For contractor elected target density method 2 in section C.1, compute dry densities of dense graded base composed of >20% RAP or RCA using a moisture correction factor and the nuclear wet density value. Determine the moisture correction value, for each Proctor produced under the requirements of C.2.5, using the moisture bias as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not required. Conduct a moisture bias test for every 7500 feet of Base Aggregate Dense 1 1/4-Inch placed. Determine natural moistures in the laboratory.
- (7) Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Backscatter may be used only if the material being tested cannot reliably maintain an undistorted direct transmission test hole. Direct transmission tests must be performed at the greatest possible probe depth of 2 inches, 4 inches, or 6 inches, but not to exceed the depth of the compacted layer being tested. Perform each test for at least one minute of nuclear gauge count time.

C.2.5 Contractor Testing

- (1) Perform compaction testing on the mainline dense graded base material, as defined by A.(4). Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians as required in C.2.3. Conform to CMM 8-15 for testing and gauge monitoring methods.
- (2) Select test sites randomly using ASTM Method D3665. Random numbers may be determined using an electronic random number generator. Guidance for determining test locations can be found in section 8-30.9 of the Construction and Materials Manual (CMM). Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.
- (3) When a density target is determined in accordance methods 3 or 4 in section C.1, conduct density testing on same date of final compaction.

C.2.5.1 Contractor Required Quality Control (QC) Testing

- (1) Conduct testing at a minimum frequency of one test per lot. A lot is 1500 feet for each layer with a maximum width of 18 feet and minimum lift thickness of 2" of Base Aggregate Dense 1 1/4-Inch material placed. Layer widths exceeding 18 feet are divided into equal lots. Each lot of compacted Base Aggregate Dense 1 1/4-Inch material, as defined by A.(4), will be accepted when the lot field density meets the required minimum density. Lots that don't achieve density requirements must be addressed and approved according to C.2.7.
- (2) Add separate lots for passing lanes and individual ramps greater than 1500 feet.
- (3) Combine partial lots less than 750 feet with the previous lot. Partial lots greater than or equal to 750 feet are standalone lots.
- (4) Notify the engineer, if a lot field density test falls below the required minimum value. Document and perform corrective actions according to C.2.7. Deliver documentation of all compaction testing results to the engineer at the time of testing.

C.2.5.1.1 Target Density Determination

C.2.4.1.1.1 Maximum Wet and/or Dry Density Methods

- (1) For contractor elected target density methods 2 and 3 in section C.1, and contractually specified target density method 1 in section C.1; perform one gradation and 5-point Proctor test before placement of 1 1/4-Inch dense graded base. Perform additional gradations every 3000 tons according to standard spec 305 and 730. If sampling requirements are identical, samples/testing

performed for the QMP Base Aggregate specification may be used to fulfill the gradation testing requirements of this specification.

- (2) Perform additional 5-point Proctor tests, at a minimum, when:
 1. The four point moving average gradation on any one sieve differs from the original gradation test result for that sieve, by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to create a 5-point Proctor. Each 5-point Proctor test will remain valid for any material with gradation for all sieves within 10.0 percentage points of that Proctor's original gradation test.
 2. The source of base aggregate changes.
 3. Percent target density exceeds 103.0% on two consecutive density tests.
- (3) Provide Proctor test results to the engineer within two business days of sampling. Provide gradation test results to the engineer within one business day of sampling.
- (4) Split each contractor QC Proctor sample and identify it according to CMM 8-30. Deliver the split to the engineer within one business day for department QV Proctor testing.
- (5) Split each non-Proctor contractor QC sample and identify it according to CMM 8-30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.

C.2.5.1.1.2 Density Control Strip Method

- (1) For contractor elected target density method 4 in section C.1, construct a control strip for each layer of placement to identify the target wet density for the base aggregate dense material. The control strip construction and density testing will occur under the direct observation and/or assistance of the department QV personnel. For blended material, reprocessed material and crushed concrete, perform additional gradations every 3000 tons according to standard spec 305 and 730. If sampling frequencies are identical, samples/testing performed for the QMP Base Aggregate specification may be used to fulfill the gradation testing requirements of this specification.
- (2) Unless the engineer approves otherwise, construct control strips to a minimum dimension of 300 feet long and one full lane width.
- (3) Completed control strips may remain in-place to be incorporated into the final roadway cross-section.
- (4) Construct additional control strips, at a minimum, when:
 1. The source of base aggregate changes.
 2. The four point moving average percentage of blended recycled materials, from classification of material retained on the No. 4 sieve in the original gradation test, differs by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to construct the control strip.
 3. The layer thickness changes more than 2.0 inches.
 4. The percent target density exceeds 103.0% on two consecutive density measurements.
- (5) Construct control strips using equipment and methods representative of the operations to be used to place and compact the remaining 1 1/4-Inch Base Aggregate Dense material. Wet the base, as mutually agreed upon by the contractor and engineer, to obtain and/or maintain adequate moisture content to ensure proper compaction. Discontinue water placement if the base begins to exhibit signs of saturation or instability.
- (6) After compacting the control strip with a minimum of 2 passes, mark and take density measurements at 3 random locations. Subsequent density measurements will be taken at the same 3 locations. Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.
- (7) After each subsequent pass of compaction equipment over the entirety of the control strip, take wet density measurements at the 3 marked locations. Continue compacting and testing until the increase in wet density measurements are less than 2.0 lb/ft³, or the density measurements begin to decrease.
- (8) Upon completion of control strip compaction, take 10 randomly located wet density measurements within the limits of the control strip. The final measurements recorded at the 3 locations under article C.2.4.1.1.2 may be included as 3 of the 10 measurements. Average the ten measurements to obtain the control strip target density and target moisture for use in contractor elected method 4

in section C.1. Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.

C.2.6 Department Testing

C.2.6.1 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 two business days after the department obtains the sample.
- (2) When a density target is determined in accordance methods 3 and 4 in section C.1, conduct density testing on same date of final compaction.

C.2.6.2 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.2.3 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 20% of the required gradation, density and Proctor contractor tests.
- (3) The department will utilize contractor's QC Proctor results for determination of the material target density. The department will verify QC Proctor values by testing QC Proctor split sample. The department will use QC Proctor value as a target density if the QC and QV Proctor test results meet the tolerance requirements specified in section C.2.6.2(7).
- (4) The department will locate gradation and nuclear density test samples, at locations independent of the contractor's QC work, collecting one sample at each QV location. Sampling for gradation may be done independently of nuclear density tests, before watering and before compacting. The department will split each QV sample, test half for QV, and retain the remaining half for 10 calendar days.
- (5) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (6) The department will utilize control strip target density testing results in lieu of QV Proctor sampling and testing when the contractor elected target density method 4 in section C.1 is used.
- (7) 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 QV test results are nonconforming, take corrective actions according to C.2.7 until the requirements of this special provision are met. Differing QC and QV nuclear density values of more than 2.0 pcf will be investigated and resolved. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

C.2.6.3 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. 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.2.6.4.

C.2.6.4 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 shall review the data, examine data reduction and analysis methods, evaluate sampling and testing methods/procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.
- (3) If 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.2.7 Corrective Action

- (1) Lots not achieving the minimum density requirements may be addressed and accepted for compaction according to the requirements of this section. Unless directed by the engineer, corrective actions taken to address an unacceptable lot must be applied to the entire lot corresponding to the non-conforming test.
- (2) Investigate the moisture content of material in an unacceptable lot. Moisture content testing/samples collected under the QC and/or QV testing articles of this specification may be used to complete this investigation. Obtain moisture content readings according to ASTM D 6938. For material composed of >20% RAP or RCA, correct the moisture content with the moisture correction value using the moisture bias, as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not required.
- (3) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods 1, 2 and 3 in section C.1, or within 2.0 percentage points of the target moisture content for target density method 4 in section C.1, and exhibiting no signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, shall be compacted a minimum of one more pass using equipment and methods representative of the operations used to place and compact the Base Aggregate Dense 1 1/4-Inch, and density tested at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft³ continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft³, the lot is accepted as satisfying the compaction requirements of this provision.
- (4) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods 1, 2, or 3 in section C.1, or within 2.0 percentage points of the target moisture content for target density method 4 in section C.1 and exhibiting signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, will be reviewed by the engineer. The engineer may request subgrade improvement methods, such as excavation below subgrade (EBS), installation of geotextile fabrics, installation of breaker run material, or others to be completed, or may request an additional pass of compactive effort using equipment and methods representative of the operations used to place and compact the base aggregate dense and density test.
 1. If, after an additional pass, the change in density at the same location (station and offset) as the failing QC and/or QV density tests exceeds 2.0 lb/ft³ in a lot continue subsequent compactive efforts and density testing on that lot. If the change in density at the same location (station and offset) as the failing QC and/or QV density tests is less than or equal to 2.0 lb/ft³, and subgrade improvement methods are not requested by the engineer, the lot is accepted as satisfying the compaction requirements of this provision.
 2. If subgrade improvement methods are requested by the engineer, upon completion, including compaction of the restored base material, conduct a density test within the improved subgrade limits. This density test result will replace the prior field density value. If the lot field density equals or exceeds the minimum density requirement defined in section C.1, the lot is accepted as satisfying the compaction requirements of this provision. If the lot field density fails to achieve the minimum density requirement defined in section C.1, compact the lot a minimum of one more pass using equipment

and methods representative of the operations used to place and compact the base aggregate dense; and density test at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft³ continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft³, the lot is accepted as satisfying the compaction requirements of this provision.

- (5) Unacceptable lots, with moisture contents in excess of 2.0 percentage points above or below optimum moisture for target density methods 1, 2 or 3 in section C.1; or in excess of 2.0 percentage points above or below the target moisture content for target density method 4 in section C.1; shall receive contractor performed and documented corrective action; including additional density testing.
- (6) Density tests completed subsequent to any corrective action will replace previous field density test results for that lot. Continue corrective actions until the minimum density requirement is achieved or an alternate compaction acceptance criteria is met according to this section.
- (7) Field moisture contents of materials tested using contractor elected target density methods 3 or 4 in section C.1 cannot exceed 2.0 percentage points of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively. Density tests on materials using contractor elected target density methods 3 or 4 in section C.1 will not be considered for lot compaction acceptance until the moisture content of the corresponding density test of the in-place material is less than 2.0 percentage points above of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively.

D Measurement

- (1) The department will measure the QMP Base Aggregate Dense 1 1/4-Inch Compaction bid item by each lot, acceptably completed per C.2.5.1.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
371.2000.S	QMP Base Aggregate Dense 1 1/4-Inch Compaction	EACH

- (2) Payment is full compensation for performing compaction testing; for sampling and laboratory testing; and for developing, completing, and documenting the compaction quality management program. The department will pay separately for providing aggregate under the Base Aggregate Dense 1 1/4-Inch bid item.
- (3) The department will pay for additional tests directed by the engineer. One engineer directed test is equal to one acceptably completed lot of the QMP Base Aggregate Dense 1 1/4 -Inch Compaction bid item. The department will not pay for additional corrective action tests required due to unacceptable material.

stp-370-010 (20191121)

26. QMP HMA Pavement Nuclear Density.

A Description

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 except as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
 1. Selection of test sites.
 2. Testing.
 3. Necessary adjustments in the process.
 4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures.

<https://wisconsin.gov/rdwy/cmm/cm-08-00toc.pdf>

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

<http://www.atwoodsystems.com/>

B Materials

B.1 Personnel

- (1) Nuclear gauge owners and personnel using nuclear gauges shall comply with WisDOT requirements according to 460.3.3 and CMM 8-15.

B.2 Testing

- (1) Conform to ASTM D2950 and CMM 8.15 for density testing and gauge monitoring methods. Conform to CMM 8-15.10.4 for test duration and gauge placement.

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges according to CMM 8-15.2.
- (2) Furnish nuclear gauges from the department's approved product list at
<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>

B.3.2 Comparison of Nuclear Gauges

B.3.2.1 Comparison of QC and QV Nuclear Gauges

- (1) Compare QC and QV nuclear gauges according to CMM 8-15.7.

B.3.2.2 Comparison Monitoring

- (1) Conduct reference site monitoring for both QC and QV gauges according to CMM 8-15.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 8-15.10.2.
- (2) Determine required number of tests according to CMM 8-15.10.2.1.
- (3) Determine random testing locations according to CMM 8-15.10.3.

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

- (1) Divide the pavement into lots and sublots for nuclear density testing according to CMM 8-15.10.2.
- (2) Determine required number of tests according to CMM 8-15.10.2.2.
- (3) Determine random testing locations according to CMM 8-15.10.3.

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

- (1) Calculate the average sublot densities using the individual test results in each sublot.
- (2) If all sublot averages are no more than one percent below the target density, calculate the daily lot density by averaging the results of each random QC test taken on that day's material.
- (3) If any sublot average is more than one percent below the target density, do not include the individual test results from that sublot when computing the lot average density and remove that sublot's tonnage from the daily quantity for incentive. The tonnage from any such sublot is subject to disincentive pay as specified in standard spec 460.5.2.2.

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

- (1) If all subplot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.
- (2) If a subplot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

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

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

B.4.2.4 Documentation

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

B.4.3 Corrective Action

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted subplot. Testing in a previously accepted subplot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be as specified in standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
- (6) If 2 consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft³ of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft³ each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft³, use the original QC tests for acceptance.

- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft³ after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge comparison according to B.3.2.1.
- (2) The testers may use comparison monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.
- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV subplot density test results or retesting of the subplot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
- (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

- (1) The department will administer density disincentives as specified in standard spec 460.5.2.2.

E.3 Incentive for HMA Pavement Density

- (1) The department will administer density incentives as specified in standard spec 460.5.2.3.

stp-460-020 (20181119)

27. Concrete Staining C-11-2052, Item 517.1010.S.

A Description

This special provision describes providing a two coat concrete stain on the exposed concrete surfaces of structures as the plans show.

B Materials

B.1 Mortar

Use mortar for sack rubbing the concrete surfaces as given in standard spec 502.3.7.5 or use one of the following products:

Preblended, Packaged Type II Cement:

Tri-Mix by TK Products

Thorseal Pearl Gray by Thoro Products

The mortar shall contain one of the following acrylic bonding admixtures mixed and applied according to manufacturer's recommendations:

Acrylic Bonding Admixture:	TK-225 by TK Products
	Achro 60 by Thoro Products
	Achro Set by Master Builders

B.2 Concrete Stain

Use concrete stain manufactured for use on exterior concrete surfaces, consisting of a base coat and a pigmented sealer finish coat. Use the following products, or equal as approved by the department, as part of the two coat finish system:

Tri-Sheen Concrete Surfacers, Smooth by TK Products
Tri-Sheen Acrylic by TK Products
TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products
Safe-Cure & Seal EPX by Chem Masters
H&C Concrete Stain Solid Color Water Based by Sherwin-Williams

C Construction

C.1 General

Furnish, prepare, apply, cure, and store all materials according to the product manufacturer's specifications for the type and condition of application required.

Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining.

C.2 Preparation of Concrete Surfaces

Provide a sack rubbed finish as specified in standard spec 502.3.7.5, using mortar as indicated above on concrete surfaces with open voids or honeycombing.

Following the sack rubbing, clean all concrete surfaces that are to be coated to ensure that the surface is free of all laitance, dirt, dust, grease, efflorescence, and any foreign material and that the surface will accept the coating material according to product requirements. As a minimum, clean the surface using a 3000-psi water blast. Hold the nozzle of the water blaster approximately 6 inches from the concrete surface and move it continuously in a sweeping motion. Give special attention to smooth concrete surfaces to produce an acceptable surface texture. Correct any surface problems resulting from the surface preparation methods. Grit blasting of the concrete surface is not allowed.

C.3 Staining Concrete Surfaces

Apply the concrete stain according to the manufacturer's recommendations.

Apply the concrete stain when the temperature of the concrete surface is 45° F or higher, or as given by the manufacturer.

The color of the stain shall be as given on the plan. Tint the base coat to match the finish coat; the two coats shall be compatible with each other.

Do not begin staining the structure until earthwork operations are completed to a point where this work can begin without receiving damage. Where this work is adjacent to exposed soil or pavement areas, provide temporary covering protection from overspray or splatter.

C.4 Test Areas

Before applying stain to the structure, apply the stain to sample panels measuring a minimum of 48 inches x 48 inches and constructed to demonstrate workmanship in the use of the form liner specified on the structure if applicable. Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining. Prepare the concrete surfaces of the sample panels and apply stain using the same materials and in the same manner as proposed for the structure, including staining of the joints between the stones produced by the form liner if applicable. Do not apply stain to the structure until the department approves the test panels.

C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces according to the plan.

D Measurement

The department will measure Concrete Staining (Structure) in area by the square foot of surface, acceptably prepared and stained.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1010.S	Concrete Staining C-11-2052	SF

Payment is full compensation for furnishing and applying the two coat system; for preparing the concrete surface; and for preparing the sample panels.

stp-517-110 (20140630)

28. Concrete Staining Multi-Color C-11-2052, Item 517.1015.S.

A Description

This special provision describes providing a multi-color concrete stain on the exposed concrete surfaces of the structure as the plan details show.

B Materials

B.1 Mortar

Use mortar for sack rubbing the concrete surfaces as given in standard spec 502.3.7.5 or use one of the following products:

Preblended, Packaged Type II Cement:	Tri-Mix by TK Products
	Thorseal Pearl Gray by Thoro Products

The mortar shall contain one of the following acrylic bonding admixtures mixed and applied according to manufacturer's recommendations:

Acrylic Bonding Admixture:	TK-225 by TK Products
	Achro 60 by Thoro Products
	Achro Set by Master Builders

B.2 Concrete Stain

Use concrete stain manufactured for use on exterior concrete surfaces. Use the following products, or equal as approved by the department:

Tri-Sheen Concrete Surfacers, Smooth by TK Products
Tri-Sheen Acrylic by TK Products
TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products
Safe-Cure & Seal EPX by Chem Masters
H&C Concrete Stain Solid Color Water Based by Sherwin-Williams

C Construction

C.1 General

Furnish, prepare, apply, cure, and store all materials according to the product manufacturer's specifications for the type and condition of application required.

Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining.

C.2 Preparation of Concrete Surfaces

Provide a sack rubbed finish as specified in standard spec 502.3.7.5, using mortar as indicated above on concrete surfaces with open voids or honeycombing.

Following the sack rubbing, clean all concrete surfaces that are to be coated to ensure that the surface is free of all laitance, dirt, dust, grease, efflorescence, and any foreign material and that the surface will accept the coating material according to product requirements. As a minimum, clean the surface using a 3000-psi water blast. Hold the nozzle of the water blaster approximately 6 inches from the concrete surface and move it continuously in a sweeping motion. Give special attention to smooth concrete surfaces to produce an acceptable surface texture. Correct any surface problems resulting from the surface preparation methods. Grit blasting of the concrete surface is not allowed.

C.3 Staining Concrete Surfaces

Apply the concrete stain according to the manufacturer's recommendations.

Apply the concrete stain when the temperature of the concrete surface is 45° F or higher, or as given by the manufacturer.

The color of the staining shall produce a multi-color effect that consists of multiple colors replicating varying natural stone coloration. Stain the joints between stones produced by the form liner to create the appearance of grouted joints.

Do not begin staining the structure until earthwork operations are completed to a point where this work can begin without receiving damage. Where this work is adjacent to exposed soil or pavement areas, provide temporary covering protection from overspray or splatter.

C.4 Test Areas

Before applying stain to the structure, apply the stain to sample panels measuring a minimum of 48 inches x 48 inches and constructed to demonstrate workmanship in the use of the form liner specified on the structure if applicable. Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining. Submit color samples to the department before staining the sample panels. Prepare the concrete surfaces of the sample panels and apply stain using the same materials and in the same manner as proposed for the structure, including staining of the joints between stones produced by the form liner. Do not apply stain to the structure until the department approves the test panels.

C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces according to the plan.

D Measurement

The department will measure Concrete Staining Multi-Color (Structure) in area by the square foot of surface, acceptably prepared and stained.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1015.S	Concrete Staining Multi-Color C-11-2052	SF

Payment is full compensation for furnishing and applying the coloring system; for preparing the concrete surface; and for constructing and staining the sample panels.

stp-517-115 (20140630)

29. Architectural Surface Treatment C-11-2052, Item 517.1050.S.

A Description

This special provision describes providing a concrete masonry architectural surface treatment on the exposed concrete surfaces of structures as the plan details show.

B Materials

Use form liners that attach easily to the forming system, and do not compress more than 1/4 inch when poured at a rate of 10 vertical feet/hour.

Use a release agent that is compatible with the form liner and coloring materials.

Wall ties shall have set "break-backs" at a minimum of 3/4 inches from the finished concrete surface.

C Construction

C.1 Equipment

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity, and mechanical condition for the purposes intended. Repair, improve, replace, or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

C.2 Form Liner Preparation

Clean the form liner before each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary per manufacturer's recommendations.

Apply form release per manufacturer's recommendations.

C.3 Form Liner Attachment

Place adjacent liners less than 1/4 inch from each other, attach liner securely to forms according to the manufacturer's recommendations, and coordinate wall ties with form liner and form manufacturer, e.g., diameter, size, and frequency.

C.4 Surface Finishing

Ensure that the textured surface is free of laitance; sandblasting is not permitted.

Grind or fill pouring blemishes.

D Measurement

The department will measure Architectural Surface Treatment (Structure) in area by the square foot of architectural surface, 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
517.1050.S	Architectural Surface Treatment C-11-2052	SF

Payment is full compensation for producing the proposed architectural surface treatment including: preparing the foundation; finishing and protecting the surface treatment; and for properly disposing of surplus material.

stp-517-150 (20110615)

30. Pipe Arch Structural Plate (14-Ft span).

Supplement standard spec. 527.2 with the following:

Furnish steel structural plate pipe arch that is 13'-3" x 9'-4" in size with 6"x2" corrugations and a minimum gauge thickness of 10 gauge (0.138").

527.3.6 Waterproofing

Apply waterproofing by the following method:

1. Coat the exterior of the pipe above the limits of the bedding and within the limits of backfill. Ensure that all plate seams and bolts are thoroughly sealed. Furnish coating material and apply according to AASHTO M 243. Allow asphalt mastic material to dry 48 hours and tar base material to dry 28 hours before placing the conduit backfill. Rib stiffeners do not need to be coated.

31. Catch Basins, Manholes, and Inlets.

Supplement standard spec. 611.2 with the following:

Use HDPE adjustment rings from the department's APL for storm sewer structures.

32. Manhole Covers.

Replace standard spec. 611.3.3 (3) and (4) with the following:

- (3) In areas of HMA pavement, set temporary cover plates over manholes before placing lower layers. Before placement of the upper layer, locate cover plates, sawcut, and remove pavement 6-18 inches larger than the casting, remove the plate, and set the manhole cover to 1/4 +/- 1/8 inch below final grade. Restore lower layers of HMA pavement between the manhole cover and removal limits a minimum of 24 hours before placing the upper layer.
- (4) Verify manhole cover elevations with a 6-foot straightedge set on blocks the thickness of the upper layer. Set the straightedge over the centerline of each frame parallel to the direction of traffic. Measure the distance from the straightedge to each edge of the frame. Repeat with the straightedge set perpendicular to traffic. If any measurement is more than 3/8 inch or less than 1/8 inch, reset the frame to the correct plane and elevation.

Replace standard spec. 611.5.4 (1) with the following:

- (1) Payment for the Manhole Covers and Inlet Covers bid items is full compensation for removing and salvaging the existing covers; and for providing new covers, including frames, grates or lids; for the materials and work required to set the manhole covers to finished grade including temporary cover plates, saw cuts, pavement removal, and all other required materials and for installing and adjusting each cover. Old covers removed remain the municipality's property. The department will pay separately for HMA pavement.

swr-611-001 (20170711)

33. Adjusting Manhole Covers.

This special provision describes adjusting manhole covers conforming to standard spec 611 as modified in this special provision.

Adjust manhole covers located in pavement areas in two separate operations. Initially, remove designated manhole covers along with sufficient pavement to permit installation of temporary cover plate over the opening. Fill the excavated area with asphaltic pavement mixture, which shall remain in place until contract milling and paving operations permit setting the manhole frames to grade. During the second phase, remove the asphaltic pavement mixture surrounding the manhole plus the temporary cover plate, and set the manhole cover to final grade. The department will measure and pay for the items of asphaltic pavement mixture, temporary cover plate, milling, and paving separately.

Supplement standard spec 611.3.7 with the following:

Set the manhole frames so that they comply with the surface requirements of standard spec 450.3.2.9. At the completion of the paving, a 6-foot straightedge shall be placed over the centerline of each manhole frame parallel to the direction of traffic. A measurement shall be made at each side of the frame. The two measurements shall be averaged. If this average is greater than 5/8 inches, reset the manhole frame to the correct plane and elevation. If this average is 5/8 inches or less but greater than 3/8 inches, the manhole frame shall be allowed to remain in place but shall be paid for at 50 percent of the contract unit price.

If the manhole frame is higher than the adjacent pavement, the two measurements shall be made at each end of the straightedge. These two measurements shall be averaged. The same criteria for acceptance and payment as above, shall apply.

stp-611-005 (20200629)

34. Insulation Board Polystyrene, 2-Inch, Item 612.0902.S.

A Description

This special provision describes furnishing and placing polystyrene insulation board as the plans show.

B Materials

Provide polystyrene insulation board that conforms to the requirements for Extruded Insulation Board, AASHTO Designation M230 as modified in this special provision.

Delete flammability requirement.

B.1 Certification

Before installation, obtain from the manufacturer a certification indicating compliance and furnish it to the project engineer.

C (Vacant)

D Measurement

The department will measure Insulation Board Polystyrene (size) by area in square yards of work, completed and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
612.0902.S	Insulation Board Polystyrene 2-Inch	SY

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

stp-612-005 (20030820)

35. Fence Safety, Item 616.0700.S.

A Description

This special provision describes providing plastic fence at locations the plans show.

B Materials

Furnish notched conventional metal "T" or "U" shaped fence posts.

Furnish fence fabric meeting the following requirements.

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

C Construction

Drive posts into the ground 12 to 18 inches. Space posts at 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.

Overlap two rolls at a post and secure with wire ties.

D Measurement

The department will measure Fence Safety by the linear foot along the base of the fence, center-to-center of posts, 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
616.0700.S	Fence Safety	LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion.

stp-616-030 (20160607)

36. Field Office.

Add the following to standard spec 642:

For field offices without handwashing facilities, provide and maintain a portable handwashing station at every project field office. The station shall include a hands-free sink with foot pump-operated faucet, soap dispenser, paper towel dispenser, fresh water supply, and collection tank for gray water. Regularly service and maintain the handwashing station and all supplies as needed, and properly dispose of all materials. Costs associated with the handwashing station are incidental to the field office bid item.

stp-642-010 (20200629)

37. Geotextile Type SAS, Item 645.0140.

Replace standard spec. 645.2.2.2(1) with the following:

- Furnish fabric conforming to the following physical properties for geotextile used on the Wisconsin Levee:
 - TEST
 - Minimum grab tensile strength
 - Minimum puncture strength
 - Maximum opening
 - Maximum apparent opening size
 - Minimum permittivity
- VALUE
- 170 lb
- 70 lb
- 210 microns
- No. 70
- 0.35 s⁻¹

38. General Requirements for Electrical Work.

Amend standard spec 651.2, Materials, by adding the following paragraphs:

- (7) The approved products list is located at:

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

Replace standard spec 651.3.2 (1) with the following:

Perform all electrical work using a journey worker electrician. Before performing electrical work, provide the documentation specified in standard spec 651.3.2(3) to the engineer proving that the electrician's performing the work have attained status as journey worker.

39. Concrete Bases Type 5, Item 654.0105.

Modify standard spec 654.3, Construction, by adding the following:

- (4) Verify anchor bolt circle dimensions with pole manufacturer for each pole type and field adjust accordingly.

40. Tree Grates, Item SPV.0060.01.

A Description

This special provision describes furnishing and installing tree grates according to manufacturer specifications.

B Materials

Furnish the following tree grates: Starburst-2 36x72 inch Rectangular Model 7228-2 with 18-inch tree opening.

- Grate: Gray iron cast with 3/8-inch maximum slot openings to meet ADA guidelines.
- Design grates for pedestrian loads.
- Tree opening: 18 inches, expandable
- Frame: Jig welded from 1-3/4 x1-3/4 x 1/4 steel angle with 1/4-inch thick x 2-inch steel tab slotted 7/16 x 3/4-inch for concrete anchors
- Finish: Unfinished

C Construction

The installation of the tree grates shall be according to the manufacturer's instructions.

D Measurement

The department will measure Tree Grates as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Tree Grates	EACH

Payment is full compensation for furnishing and placing all materials.

41. Abandon Existing Vault, Item SPV.0060.02

A Description

This special provision describes abandoning existing vault according to the pertinent requirements of standard spec 204 and as hereinafter provided.

B (Vacant)

C Construction

Remove existing cover and remove concrete wall to 18 inches below finished grade and backfill according to standard spec 204.

D Measurement

The department will measure Abandon Existing Vault as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Abandon Existing Vault	EACH

Payment is full compensation for breaking down, removing and disposing of cover and concrete walls and for backfilling.

42. Adjusting Sanitary Manhole Cover, Item SPV.0060.03.

A Description

This special provision describes adjusting sanitary manhole covers to final grade and installing chimney seals on the manholes according to the pertinent requirements of standard spec 611, as detailed in the plans, and as hereinafter provided.

B Materials

For adjustments of two inches or less use Neenah cast iron rings or approved equal. For adjustments greater than two inches use Adaptor, Inc. Internal/External Manhole Seals.

C Construction

Adjust the manhole covers according to the pertinent sections of standard spec 611.3 and the manufacturer's recommendations.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Adjusting Sanitary Manhole Cover	EACH

Payment is full compensation for providing all required materials, including necessary rings and/or seals exclusive of frames, grates, or lids; and for removing, reinstalling and adjusting the covers. Replace covers rendered unusable by the contractor's operations at no expense to the department.

43. Adjusting Water Valve Boxes, Item SPV.0060.04.

A Description

This special provision describes locating, exposing, and protecting existing water valve boxes after the pavement is removed, adjusting the water valve boxes to the finished elevation required and furnishing and installing water valve box extensions if necessary.

B Materials

Furnish water valve box extensions as needed to adjust the existing water valve box to final grade.

C Construction

Locate, expose and protect the existing water valve boxes during construction. Clean out the water valve boxes as necessary to assure the valve wrench will fit completely over the valve bolt. Adjust the valve boxes to the required finished elevation. Install water valve box extensions to the existing water valve boxes if necessary.

D Measurement

The department will measure Adjusting Water Valve Boxes by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Adjusting Water Valve Boxes	EACH

Payment is full compensation for locating, exposing, and protecting water valve boxes; cleaning out the water valve boxes; adjusting water valve boxes to the finished elevation; and furnishing and installing water valve box extensions if necessary. Replace water valve boxes damaged by the contractor's operations at no expense to the department.

44. Connection to Existing Manhole, Item SPV.0060.05.

A Description

This special provision describes providing connections to existing manhole according to the pertinent requirements of standard spec 520 and 611, as detailed in the plans, and as hereinafter provided.

B Materials

Furnish materials conforming to standard spec 520.2 and 611.2.

C Construction

Excavate and locate the existing storm sewer manhole.

Core drill opening in the existing manhole to fit the pipe. The use of concrete saws, pneumatic hammers, chipping guns, and sledgehammers will only be permitted if approved by the engineer.

Any damage to the existing manhole will be repaired by the contractor at no expense to the department.

Connect to existing manhole conforming to standard spec 611.3.2.

Prevent construction debris from entering existing storm sewer when making connection.

D Measurement

The department will measure Connection to Existing Manhole as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Connection to Existing Manhole	EACH

Payment is full compensation for locating the existing manhole; modifying the manhole to accommodate the pipe; performing the actual connection to existing manholes; maintaining storm sewer; excavating; sealing; and grouting for each connection.

45. Inlet Covers Type H-D, Item SPV.0060.06.

A Description

This special provision describes furnishing and installing Inlet Covers Type H-D according to the pertinent requirements of standard spec 611, as detailed in the plans, and as hereinafter provided.

B Materials

Furnish inlet covers that are according to standard spec 611.2 and as the plans show.

C Construction

Install inlet covers according to standard spec 611.3.

D Measurement

The department will measure Inlet Covers Type H-D as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Inlet Covers Type H-D	EACH

Payment is full compensation for providing new covers, including frames grates or lids, and other required materials and for installing each cover.

46. Storm Chamber 8 by 8-FT, MH 2.50, Item SPV.0060.07.

A Description

This special provision describes providing a DNR accepted stormwater treatment device as shown on the plans and as hereinafter provided.

B Materials

B.1 General

Furnish materials conforming to standard spec 611.2.

B.2 8 by 8 Vault and Up-Flo Filter

Furnish the vault and Up-Flo Filter from Hydro International or engineer approved equal as shown in the plans and details. Furnish all fittings for the Up-Flo Filter System, including specified and manufacturer recommended materials required in order to connect incoming and outgoing stormwater sewer pipes.

C Construction

Install conforming to standard spec 611.2 .

Install 8 by 8 vault and Up-Flo Filter as shown in the plans and as recommended by the manufacturer.

D Measurement

The department will measure Storm Chamber 8 by 8-FT, MH 2.60 as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Storm Chamber 8 by 8-FT, MH 2.50	EACH

Payment is full compensation for providing materials, including masonry, conduit and sewer connections, steps, and other fittings; for excavating, backfilling; for associated dewatering and maintaining drainage; for providing and removing sheeting and shoring; for water and compaction; for providing and placing system lid and casting; for disposing of unused materials and for cleaning out and restoring the site.

47. Storm Chamber 8 by 8-FT, MH 4.10, Item SPV.0060.08.

A Description

This special provision describes providing a DNR accepted stormwater treatment device as shown on the plans and as hereinafter provided.

B Materials

B.1 General

Furnish materials conforming to standard spec 611.2.

B.2 8 by 8 Vault and Up-Flo Filter

Furnish the vault and Up-Flo Filter from Hydro International or engineer approved equal as shown in the plans and details. Furnish all fittings for the Up-Flo Filter System, including specified and manufacturer recommended materials required in order to connect incoming and outgoing stormwater sewer pipes.

C Construction

Install conforming to standard spec 611.2.

Install 8 by 8 vault and Up-Flo Filter as shown in the plans and as recommended by the manufacturer.

D Measurement

The department will measure Storm Chamber 8 by 8-FT, MH 4.10 as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Storm Chamber 8 by 8-FT, MH 4.10	EACH

Payment is full compensation for providing materials, including masonry, conduit and sewer connections, steps, and other fittings; for excavating, backfilling, for associated dewatering and maintaining drainage; for providing and removing sheeting and shoring; for water and compaction; for providing and placing system lid and casting; for disposing of unused materials and for cleaning out and restoring the site.

48. Remove Existing Electrical Service, Item SPV.0060.10.

A Description

This special provision describes removing an in-place electrical service meter breaker pedestal and wires, additional enclosures and attachments, and restoring the site to match the surroundings.

B Materials

Provide all materials necessary to remove the in-place meter breaker pedestal and to restore the surroundings.

C Construction

Prior to removing the meter breaker pedestal, contact the Southwest Region Traffic Section, Dave Wronski for traffic signal services, and Kyle Hemp for ITS services; and contact the City of Portage Public Works Department 14 days prior to removing the existing electrical service. Arrange for disconnection of the service lateral and salvaging/removal of the meter housing by the electrical utility.

After disconnection of the service lateral and salvaging/removal of the meter housing by the electrical utility, carefully remove the meter breaker pedestal including any base or foundation. Properly dispose of meter breaker pedestal components off right-of-way.

Backfill the removal site with material similar to surrounding material and match the surrounding grade.

D Measurement

The department will measure Remove Existing Electrical Service by the unit, 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.0060.010	Remove Existing Electrical Service	EACH

Payment is full compensation for removal, backfill, and disposal as required above to complete the contract work.

49. Remove Street Light Assembly, Item SPV.0060.11.

A Description

This special provision describes removing and salvaging or disposing of street lighting units. This work shall be according to the plans, standard detail drawings, and as hereinafter provided.

B Materials

Salvage all city owned decorative street lighting materials from the project except for internal pole wiring, and HPS lamps.

Privately owned lighting units that are to be removed by the contractor shall be disposed of by the contractor. Contractor shall be responsible for any fees associated with lighting unit disposal.

C Construction

Disconnect and salvage or dispose of the complete lighting unit from the locations shown in the plans and/or as designated by the engineer.

Contact the City of Portage Public Works Department 14 days prior to removing the decorative street lights. Contact Aaron Jahncke at (608) 742-2176 to coordinate removal of decorative street lighting units.

For lights that are to be reinstalled, carefully remove and stockpile all equipment at a location approved by the engineer. Place all equipment on blocks so as not to be in direct contact with the ground. Properly dispose of any equipment that is not salvaged.

City owned lighting units that are not to be reinstalled shall be delivered to a location specified by the City of Portage Public Works Department. Contact Aaron Jahncke at (608) 742-2176 to coordinate drop-off of decorative street lighting units.

Private lighting within the right-of-way at Portage Lumber, 1009. E Wisconsin Street, shall be removed by the landowner. Removal shall include the concrete base and capping off or moving any live wires. Contractor shall give at least 4-week notice prior to working on their parcel to allow this work to take place. Contact Dennis Dorn at (608) 742-7186 to provide notice of work.

Private lighting within the right-of-way at Firststar Bank, E Wisconsin Street, shall be removed by the contractor. Removal shall include the lighting unit, concrete base and safely burying/abandoning existing conductors. Landowner shall be responsible for disconnection or coordination with the utility to de-energize. All materials removed shall become property of the contractor and disposed of off site.

This item includes coordination and incidentals necessary to remove or have removed by others: street signs, pedestrian flasher signals, overhead cables and all accessories affixed to the lighting units.

D Measurement

The department will measure Remove Street Light Assembly by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Remove Street Light Assembly	EACH

Payment is full compensation for removing and salvaging the pole, decorative base cover and luminaire arm.

50. Reinstall Salvaged Decorative Street Light Assembly, Item SPV.0060.12.

A Description

This special provision describes reinstalling salvaged street lighting units on a concrete base with a new LED luminaire. Construction of new concrete base and installation of new LED luminaire shall be paid for separately.

B Materials

Reinstall all street lighting materials salvaged from the project except for pole wiring, and HPS lamps.

C Construction

Reinstall street light assembly according to the pertinent provisions of standard spec 657 and standard spec 659.

D Measurement

The department will measure Reinstall Salvaged Decorative Street Light Assembly as each individual 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.0060.12	Reinstall Salvaged Decorative Street Light Assembly	EACH

Payment is full compensation for reinstalling existing lighting unit components.

**51. Retrofit Luminaire Type A, Item SPV.0060.13;
Retrofit Luminaire Type B, Item SPV.0060.14.**

A Description

This special provision describes removing existing HPS luminaires and furnishing and installing decorative LED luminaires on existing light poles as shown on the plans.

B Materials

Furnish and install decorative luminaires according to the plans and pertinent provisions of standard spec 659.

B.1 Type A

Furnish Decorative Luminaire as follows:

- Sternberg luminaire - Glenview
 - 1940LED-6ARC45T3-MDL03-FG

B.2 Type B

Furnish Decorative Luminaire as follows:

- Sternberg luminaire – Old Town
 - A850-XRLED-09L45T3-MDL14

C Construction

Disconnect the existing HPS luminaire. The HPS luminaire shall become property of the contractor and shall be disposed of off the project site.

Install LED luminaire on arm of existing light unit according to the pertinent provisions of standard spec 659.

D Measurement

The department will measure Retro-fit Luminaire (Type) as each individual retro-fit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Retrofit Luminaire Type A	EACH
SPV.0060.14	Retrofit Luminaire Type B	EACH

Payment is full compensation for removing and disposing of existing HPS luminaires; furnishing and installing all LED luminaires on existing arms; providing and installing all materials including hardware, fittings, mounting devices, and attachments necessary to completely install the luminaire.

**52. Decorative Street Light Type A1, Item SPV.0060.15;
Decorative Street Light Type A2, Item SPV.0060.16;
Decorative Street Light Type B, Item SPV.0060.17;
Decorative Street Light Type C, Item SPV.0060.18.**

A Description

This special provision describes furnishing and installing decorative lighting units Type A1, Type A2, Type B, and Type C on new concrete bases as shown in the plans.

B Materials

B.1 Type A1 and A2

Furnish Decorative Street Light Assembly as follows:

- Sternberg luminaire - Glenview
 - 1940LED-6ARC45T3-MDL03-FG
 - Furnish two luminaires for A2 twin fixture

- Sternberg Arm
 - CA 6ft
 - Furnish two arms for A2 twin fixture
- Sternberg Pole
 - 30' Fluted, Tapered Steel
- Sternberg Base
 - Birmingham 9701SS
- Accessories
 - Duplex GFI protected festoon receptacle

B.2 Type B

Furnish Decorative Street Light Assembly as follows:

- Sternberg luminaire – Old Town
 - A850-XRLED-09L45T3-MDL14
- Sternberg Pole
 - 18' Fluted, Straight Aluminum.
- Sternberg Base
 - Birmingham 7901SS
- Accessories
 - Duplex GFI protected festoon receptacle
 - Banner Brackets
 - Flower Basket Hanger

B.3 Type C

Furnish Decorative Street Light Assembly as follows:

- Sternberg luminaire - Glenview
 - 1940LED-6ARC45T3-MDL03-FG
- Sternberg luminaire – Old Town
 - A850-XRLED-09L45T3-MDL14
- Sternberg Arm
 - CA 6ft
- Sternberg Arm
 - 80PM
- Sternberg Pole
 - 30' Fluted, Tapered Steel.
- Sternberg Base
 - Birmingham 9701SS
- Accessories
 - Duplex GFI protected festoon receptacle
 - Banner Brackets
 - Flower Basket Hanger

C Construction

According to the plans and standard spec 657 and manufacturer requirements.

D Measurement

The department will measure Decorative Lighting Unit (Type) as each individual installation, 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	Decorative Street Light Type A1	EACH
SPV.0060.16	Decorative Street Light Type A2	EACH
SPV.0060.17	Decorative Street Light Type B	EACH
SPV.0060.18	Decorative Street Light Type C	EACH

Payment is full compensation for furnishing and installing the Decorative Lighting Units.

53. Utility Line Opening (ULO), Item SPV.0060.20.

A Description

This special provision describes excavating to uncover utilities for the purpose of determining elevation and potential conflicts with proposed work, as shown on the plans or as directed by the engineer.

B (Vacant)

C Construction

Perform the excavation according to Wisconsin State Statute 182.0175.

Perform the utility line openings as soon as possible, before ordering precast structures, and at least 10 days in advance of proposed utility construction to allow any conflicts to be resolved with minimal disruption. Allow the engineer a minimum of three working days once utility line opening information is received to review all relevant design information.

Coordinate and approve all utility line openings with the engineer. Notify the utilities a minimum of 3 days before the work so they may be present.

Backfill the excavation with suitable backfill material, and thoroughly compact.

D Measurement

The department will measure Utility Line Opening (ULO) as each individual utility line opening (ULO), acceptably completed. Utility line openings include a trench up to 10-feet long as measured at the trench bottom, and of any width and depth required to locate the intended utility. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be measured.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.20	Utility Line Opening (ULO)	EACH

Payment is full compensation for performing the excavation required to expose the utility line, backfilling, and for restoring and cleaning up the site.

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54. Roof Drain Tap, Item SPV.0060.21.

A Description

This special provision describes reconnecting an existing roof drain to the new storm sewer system as shown in the plans, including all pipe realignments, extension, pipe and couplings as necessary to complete the reconnection, and as hereinafter provided.

B Materials

Furnish roof drain tap components according to the pertinent requirements of standard spec 608 and 612.

C Construction

Perform work according to the pertinent requirements of standard spec 608 and 612. Verify that positive drainage is achieved before backfilling. Connect the roof drain to the new storm sewer system using appropriate couplings, sleeves, bands, concrete collars or by other means approved by the engineer.

D Measurement

The department will measure Roof Drain Tap 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	Roof Drain Tap	EACH

Payment is full compensation for performing all work to reconnect the roof drain to a new storm sewer system including the pipe, couplings, seals and other materials required; for excavation, backfilling and disposal of surplus material and all incidental necessary to complete the work.

55. Tree Root Cutting and Removal, Item SPV.0060.22.

A Description

This special provision describes cutting and removal of tree roots along the edge of the proposed sidewalk or driveways at the locations shown on the plans and as hereinafter provided.

B (Vacant)

C Construction

Remove existing tree roots 5 inches out from back edge of the new sidewalk. The tree roots shall be pruned by hand and removed not deeper than 9 inches below finished grade of new sidewalks when adjacent to sidewalk and not deeper than 13 inches below finished grade of new driveways when adjacent to driveways. If approved by the engineer, a mechanical root cutting machine designed for such purpose may be used to cut the roots. Backhoes, skid steers, and endloaders are not acceptable.

Exposed tree roots shall be immediately covered with mulch and kept moist until backfilling is completed.

Backfill the area after removal of the roots according to the pertinent provisions of standard spec 207.

Dispose of the tree roots according to standard spec 201. Burning or burying of the roots will not be permitted.

D Measurement

The department will measure Tree Root Cutting and Removal on a per each unit basis, regardless of size of tree, acceptably completed. One unit will consist of cutting and removing all tree roots at a specific tree location along one side of sidewalk or driveway. When a tree is located near multiple sidewalks and driveways and the roots are cut and removed on two or more sides of the tree, then each side that is cut and removed will be counted and totaled per tree.

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	Tree Root Cutting and Removal	EACH

Payment is full compensation for pruning and cutting tree roots; removal and disposal of roots; furnishing and covering the roots with mulch; watering and maintaining the mulch in moist conditions; and backfilling.

56. Wisconsin River Levee Emergency Action Plan, Item SPV.0060.23.

A Description

A.1 General

This special provision describes developing an emergency response plan in case of a rising water or flood event adjacent to the Wisconsin River Levee and levee inspection trench (as shown in the plans). Submit the Emergency Action Plan (EAP) for approval within one month after the contract execution. Construction operations impacting the Wisconsin River Levee and levee inspection trench shall not occur until the EAP is approved.

River stages at all locations are referenced to the gage located on the downstream side of the STH 33 bridge, which crosses the Wisconsin River at the west side of the City of Portage. The National Weather Service flood stage is 17.0 feet or elevation 791.30 feet at this gage. Gage zero elevation is 774.3 feet. Refer to the National Weather Service website: gage PORW3, Wisconsin River at Portage, WI.

<https://water.weather.gov/ahps2/hydrograph.php?wfo=mkx&gage=porw3>

A.2 Contacts

US Army Corps of Engineers (USACE)

Dana Werner

(651) 290-5326

dana.l.werner@usace.army.mil

Contact the USACE a minimum of two weeks prior to starting work adjacent to the Wisconsin River Levee and levee inspection trench.

City of Portage

Aaron Jahncke, City of Portage Director of Public Works/City Engineer

115 W. Pleasant Street

Portage, WI 53901

(608) 742-2176 ext. 325

Aaron.Jahncke@portagewi.gov

Wisconsin Department of Transportation

Greg Payne

2101 Wright Street

Madison, WI 53704-2559

(608) 242-8058

Gregory.Payne@dot.wi.gov

Provide contact information as described in the Emergency Action Plan.

B (Vacant)

C Construction

C.1 General

Prior to starting construction provide an Emergency Action Plan (EAP) to the engineer, City of Portage and USACE for approval which addresses the requirements presented in this article, the Wisconsin River Emergency Response article and the procedures for rising water and/or flooding conditions on the Wisconsin River during construction. The EAP shall include emergency contact information, including cell phone numbers of the project superintendent and foreman. The numbers provided shall be monitored 24 hours a day, 7 days a week. A template for the EAP is provided for reference in this article.

Monitor the Wisconsin River on a daily basis and record in a daily log. Monitor the river level through the National Weather Service website: gage PORW3, Wisconsin River at Portage, WI.

<https://water.weather.gov/ahps2/hydrograph.php?wfo=mkx&gage=porw3>

Provide a list of all construction equipment that will be present throughout the duration of construction that will be available for emergency backfilling.

C.2 Submittals

Provide the Emergency Action Plan, Dewatering Plan (if necessary) and Excavation Shoring Plan (if necessary) as described in this article and the Wisconsin River Emergency Response article.

Submit any proposed changes that may impact the levee or levee inspection trench, such as changes to staging, excavation depths, shoring, haul routes or dewatering for approval.

All submittals will be reviewed by the engineer, City of Portage and USACE. Allow up to 12 weeks for review.

C.3 Emergency Action Plan (EAP) Contents

The contents of the EAP shall present a detailed staging plan and all provisions such that the integrity of the levee and levee inspection trench system and its ability to provide flood protection will be maintained throughout the entire duration of construction.

Include the levee and levee inspection trench excavation shoring and dewatering plan in the EAP (if necessary).

Provide a site map in the EAP that identifying the locations of the following:

1. Levee location with respect to the USH 51 roadway stationing (as shown on the plans)
2. Proposed haul routes
3. Proposed construction within the levee and levee inspection trench area
4. Stockpiles that will be available for emergency backfill along with dates that stockpiles will be in-place and type of materials.

Include the schedule for activities within the levee and levee inspection trench in the EAP.

C.4 Emergency Action Plan Template

Include the following in the Emergency Action Plan:

Emergency Action Plan

For the Construction Activities within the Wisconsin River Levee and Levee Inspection Trench

Date: _____

Project 6918-01-72, City of Portage, Wisconsin & Dewitt Streets, (Ontario Street – East Pleasant Street), USH 51, Columbia County, Wisconsin

Introduction

The purpose of this plan is to describe the actions which will be taken by the contractor, in the event of rising waters or flooding, during construction of USH 51 (Wisconsin Street), within the critical area of Wisconsin River Levee and levee inspection trench.

_____ is the contractor for the Project. The contractor has taken into account the potential for a flooding event in planning, scheduling, and selecting the means and methods for the elements of the project within the levee and levee inspection trench area.

Overview of Construction Planned within Levee Area

The Project involves the reconstruction of USH 51 (Wisconsin Street).

A site map is included as Attachment A.

The dewatering plan is provided as Attachment B.

The excavation shoring plan is provided as Attachment C.

Schedule and Duration of Construction Activities with Levee and Levee Inspection Trench Area

Work is scheduled to commence after _____ upon approval of this Emergency Action Plan and be completed by _____. The schedule for construction is included as Attachment D.

Monitoring for Rising Water or Flooding Situations

The following procedures will be in place to monitor and be prepared for an emergency situation regarding high water levels in the Wisconsin River:

1. Emergency contact information for _____ is listed below. In the event of an emergency on the levee in the area of the project, the following should be contacted:

Superintendent: _____

Mobile: _____

Project Foreman: _____

Mobile: _____

2. The Wisconsin River level will be monitored on a daily basis by _____. The Wisconsin River level will be determined using the USGS web site to obtain the data at Gage Station: PORW3, Wisconsin River at Portage, WI.

<https://water.weather.gov/ahps2/hydrograph.php?wfo=mx&gage=porw3>

This information will be used to evaluate the need for contingency measures to be implemented.

3. Excavated material and /or Select Borrow will be stockpiled immediately adjacent to the levee and levee inspection trench excavation, to be available if needed for immediate backfilling. The excavation stockpile locations are indicated on the site plan in Attachment A.
4. Equipment on site that will be present throughout the duration of construction that will be available for emergency backfilling will include:
 - a. _____
 - b. _____
 - c. _____
 - d. _____
5. Notify the engineer, City of Portage and USACE representatives as soon as possible if it is decided to cease construction operations due to an emergency or high-water level situation. Also notify the engineer, City of Portage and USACE representatives prior to resuming the construction operations.

Actions to be Taken for Rising Water or Flooding Situations

When Wisconsin River levels reach the stage height of 12.7 feet or elevation 787.0 feet at gage PORW3, coordination will take place with the engineer and City of Portage personnel to determine any necessary emergency action for work within the levee and levee inspection trench area.

Emergency actions, depending on the situation and anticipated rate of rise of floodwater, as directed by the engineer and City of Portage may include:

1. Stoppage of work and observations for evidence of seepage, sloughing, or distress.
2. Immediate backfill of excavations if there is evidence of seepage, sloughing, or distress.
3. Removal of equipment and personnel from the levee and levee inspection trench area.

Returning to Work

Coordinate with the engineer and City of Portage to determine the timing and sequencing of activities as appropriate for returning to work within the levee and levee inspection trench area following the receding of rising or flood waters.

Emergency Contact Information

Contractor Contact: Superintendent: _____
Mobile: _____

Project Foreman: _____
Mobile: _____
E-Mail: _____

USACE: Dana Werner
(651) 290-5326

dana.l.werner@usace.army.mil

City of Portage: Aaron Jahncke, City of Portage Director of Public Works/City Engineer
(608) 742-2176 Ext. 325

Aaron.Jahncke@portagewi.gov

Wisconsin DOT: Greg Payne
(608) 242-8058
Gregory.Payne@dot.wi.gov

List of Attachments to this EAP:

- A. Site Map
- B. Contractor's Dewatering Plan
- C. Contractor's Excavation Shoring Plan
- D. Contractor's Construction Schedule

D Measurement

The department will measure Wisconsin River Levee Emergency Action Plan for each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.23	Wisconsin River Levee Emergency Action Plan	EACH

Payment is full compensation for preparing the Emergency Action Plan; for providing all submittals; for project coordination; for monitoring river levels; for stockpiling existing levee material and subsequent removal of existing levee material if not used; and all personnel and incidentals necessary to complete the work.

57. Wisconsin River Levee Emergency Response, Item SPV.0060.24.

A Description

This special provision describes providing the emergency response, according to the approved emergency action plan (EAP), in case of a rising water or flood event and restoration requirements for any damage to the levee and levee inspection trench area required by the contractor for compliance with the USACE. Construction operations impacting the Wisconsin River Levee and levee inspection trench shall not occur until the EAP is approved.

River stages at all locations are referenced to the gage located on the downstream side of the STH 33 bridge, which crosses the Wisconsin River at the west side of the City of Portage. The National Weather Service flood stage is 17.0 feet or elevation 791.30 feet at this gage. Gage zero elevation is 774.3 feet. Refer to the National Weather Service website: gage PORW3, Wisconsin River at Portage, WI.

<https://water.weather.gov/ahps2/hydrograph.php?wfo=mkx&gage=porw3>

B (Vacant)

C Construction

Minimize impacts to the Wisconsin River Levee and levee inspection trench during construction. Do not disturb areas outside of the construction limits shown in the plans unless approved by the engineer and City of Portage. Replace all disturbed areas back to original condition or according to the plans.

Construction operation involving excavations within or near the levee and levee inspection trench will cease in the event the Wisconsin River levels reach the stage height of 12.7 feet or elevation 787.0 feet at gage PORW3. Backfill all excavated areas to preconstruction or final plan grades and slopes with existing levee material or select borrow material approved by plans and specifications. Provide topsoil and/or finish all disturbed areas to preconstruction or final plan conditions, maintaining existing topsoil depth.

If necessary, dewater and providing shoring in the excavated areas as directed by the engineer according to the EAP.

If excessive seepage is observed in any of the excavations, notify the engineer and the City of Portage immediately to determine the appropriate course of action.

Coordinate with the engineer, City of Portage, and USACE to determine timing and sequence of activities, as appropriate for returning to work following the receding of rising or flood waters.

Maintain an adequate stock of emergency equipment and existing levee material or select borrow material or develop a plan for acquisition of these materials as approved by the engineer. As a minimum requirement, the following will be available:

1. Existing levee material or select borrow and equipment to backfill all excavated areas impacting the Wisconsin River Levee and levee inspection trench shall be stored within the project limits.
2. Restore all excavated areas to existing or final conditions within 24 hours when directed by the engineer.
3. Place topsoil at a thickness not to exceed 6-inches.

D Measurement

The department will measure Wisconsin River Levee Emergency Response as each individual occurrence, 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	Wisconsin River Levee Emergency Response	EACH

Payment is full compensation for emergency responses taken; for utilizing stockpile material and backfilling existing levee material; disposal of surplus material; for shoring; for dewatering; and all materials, equipment, personnel and incidentals necessary to complete the work.

Payment for the use of Select Borrow and Topsoil will be paid for separately under their associated bid items.

58. Reveal Curb, Item SPV.0090.01.

A Description

This special provision describes installing concrete curb at building faces according to the pertinent requirements of standard spec 601, as directed by the engineer, and as hereinafter provided.

B Materials

Furnish concrete curb that is according to the pertinent requirements of standard spec 601.

C Construction

Place curb in locations as directed by the engineer to cover the building face to the existing reveal line of the building foundation. Install curb in cases where the building foundation will remain exposed upon completion of the sidewalk installation.

D Measurement

The department will measure Reveal Curb by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Reveal Curb	LF

Payment is full compensation for all foundation excavation and preparation; for providing all materials, including concrete, expansion joints; for placing, finishing, protecting, and curing; for sawing joints; and for disposing of surplus excavation material, and restoring the work site.

59. Remove, Paint, and Reinstall Historic Railing, Item SPV.0090.02.

A Description

This special provision describes the removing, salvaging, transporting, storing, cleaning, painting and reinstalling of the existing steel railing along Wisconsin Street at the Portage Canal crossing.

B Materials

Salvage all railing materials from the project. No shop drawings for the original railing are available and it is the contractor's responsibility to field verify locations of bolt holes that are to be re-used and other dimensions relevant to reinstalling the existing steel railing.

B.1 Coating Systems

Furnish a complete coating system from the department's approved product list. The color for the finish coating material shall be black, or as approved by the engineer. Supply the engineer with the product data sheets before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the recommended spray nozzles and pressures, and the minimum drying time between coats.

The color of the primer must be such that a definite contrast between it and the color of the blasted steel is readily apparent. There shall be a color contrast between all subsequent coats for the paint system selected. Submit color samples of the primer and all coats to the engineer for approval before any application of paint.

C Construction

Prior to removing the railing, conduct a field inspection of the railing with the engineer. Document, with the concurrence of the engineer, any missing or broken bolts or nuts, any missing or broken rivets, or of any cracks or flaws in the railing members while cleaning or painting.

Take all necessary care and precautions to ensure that the railing is not damaged during removal and reattachment. Once removal has started, the contractor is responsible for any damage to any components of the railing. Any materials which are damaged during salvaging, delivery or reinstallation process will be repaired or replaced by the contractor at no expense to the department.

C.1 Surface Preparation

Before blast cleaning, solvent clean all surfaces to be coated according to SSPC-SP1.

All metal surfaces must be blast cleaned according to SSPC-SP10 and verified before painting.

Upon completion of surface preparation, test representative surfaces, which were previously rusted for the presence of residual chloride. Perform Surface Contamination Tests (SCAT) according to the manufacturer's recommendations. The tests must be witnessed by the engineer. If chlorides are detected at levels greater than $7\mu\text{g}/\text{cm}^2$, continue to clean the affected areas until results are below the specified limit. Submit anticipated testing frequencies and chloride remediation methods to the engineer for review and approval.

Apply the prime coat the same day that the metal surfaces receive the No. 10 blast or re-blast before application. Cleaned surfaces shall be of the specified condition immediately before paint application. If rust bloom occurs before applying the primer, stop the painting operation in the area of the rust bloom and re-blast and clean the area to SSPC SP-10 before applying the primer.

Furnish an abrasive that has a gradation such that it will produce a uniform surface profile between 1 to 3 mils on the steel surface, as measured according to ISO 8503-5.

The abrasive blasting and recovery system shall be a completely integrated self-contained system for abrasive blasting and recovery. It shall be an open blast and recovery system that will allow no emissions from the recovery operation. The recovery equipment shall be such that the amount of contaminants in the clean recycled steel grit shall be less than 1 percent by weight as per SSPC AB-2.

Remove by grinding all fins, tears, slivers, and burred or sharp edges that are present on any railing member, or that appear during the blasting operation, and re-blast the area to give a 1 to 3 mils surface profile.

Remove all spent material and paint residue from surfaces with a good commercial grade vacuum cleaner equipped with a brush-type cleaning tool, and test cleanliness according to ASTM D4285. The airline used for surface preparation shall have an in-line water trap and the air shall be free of oil and water as it leaves the airline.

Take care to protect freshly coated surfaces from subsequent blast cleaning operations. Thoroughly wire brush damaged primed surfaces with a non-rusting tool, or if visible rust occurs, re-blast to a near white condition. Clean and re-prime the brushed or blast cleaned surfaces according to this specification.

C.2 Coating Application

Apply paint according to the manufacturer's recommendations in a neat workmanlike manner. Paint application shall normally be by airless spray or inaccessible areas by brush, roller or other methods approved by the engineer.

The engineer may allow the use of conventional spray equipment after satisfactory demonstration by the contractor of the proper application technique and handling of that equipment.

Mix the paint or coatings according to the manufacturer's directions to a smooth lump-free consistency. Keep paint thoroughly mixed during the painting application.

After the engineer approves the entire cleaned surface to be coated, apply a prime coat uniformly to the entire surface. Either before or after applying the prime coat, brush or spray a stripe coat of primer on all plate edges, bolt heads, nuts, and washers. Apply succeeding coats as the product data sheet shows.

Remove all dry spray by vacuuming, wiping, or sanding if necessary.

If the application of the coating at the required thickness in one coat produces runs, bubbles, or sags; apply a "mist-coating" in multiple passes of the spray gun; separate the passes by several minutes. Where excessive coating thickness produces "mud-cracking", remove such coating back to soundly bonded coating and re-coat the area to the required thickness.

The resultant paint film shall be smooth and uniform, without skips or areas of excessive paint according to SSPC PA1.

The coating is supplied for normal use without thinning.

During surface preparation and coating application the ambient and railing temperature shall be between 39 degrees F and 100 degrees F. The railing temperature shall be at least 5 degrees F above the dew point temperature. The relative humidity shall not exceed 85%. The manufacturer's ambient condition requirements must be followed if they are more stringent.

Paint thickness shall be within the requirements for a three coat paint system listed in the department's approved list for Structure Repainting Recycle Abrasive Structure and the paint system being used.

Time to recoat shall be according to the manufacturer's recommendations.

The dry film thickness will be determined by use of a magnetic film thickness gage. The gage shall be calibrated for dry film thickness measurement according to SSPC-PA 2. Dry film thickness in each area measured will be based on an average of three gage readings, after calibration of the gage to account for surface profile of the bare steel as a result of surface preparation.

If, during cleaning and painting of the railing, either the engineer or the contractor identifies sections, elements or components of the railing that were not identified during the original field inspection as requiring repair or replacement, but that, in the opinion of the engineer, should be repaired or replaced, the repair or replacement of these elements will be required. Completing such repairs or replacements will be at no additional cost to the department.

D Measurement

The department will measure Remove, Paint, and Reinstall Historic Railing by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Remove, Repair, Paint, and Reinstall Historic Railing	LF

Payment is full compensation for conducting a field inspection of the railing prior to removal; removing, salvaging, transporting, storing and reinstalling the railing as shown on the plans and as described herein; for preparing and cleaning the designated surfaces; for furnishing and applying the paint for the entire railing system; and concrete footings.

60. Storm Sewer Pipe Class III-A 10-Inch, Item SPV.0090.03.

A Description

This special provision describes providing storm sewer according to the pertinent requirements of standard spec 608, as detailed in the plans, and as hereinafter provided.

B Materials

Furnish storm sewer pipe that is according to standard spec 608.2.

C Construction

Perform storm sewer construction according to standard spec 608.3.

D Measurement

The department will measure Storm Sewer Pipe Class III-A 10-Inch in length by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Storm Sewer Pipe Class III-A 10-Inch	LF

Payment is full compensation for providing storm sewer; for concrete collars not required under standard spec 520.3.1(5) or 608.3.3(10); for excavating, except for rock excavation; for providing and removing sheeting and shoring; for constructing the foundation; for backfilling; for cleaning out; and for restoring the site.

Payment also includes for compaction and dust control.

The department will pay separately for Water.

The department will pay separately for excavating unsuitable material and backfilling as specified in standard spec 608.3.2(6) as extra work.

61. Cap Blocks Salvage and Reinstall, Item SPV.0105.01.

A Description

This special provision describes removing cap blocks from the existing retaining wall R-11-0023, storing the blocks and resetting them when the wall removal is complete.

B (Vacant)

C Construction

Discard and replace blocks that are damaged by improper handling or storing at no expense to the department.

Remove existing adhesive, dirt and other material from the cap block and existing underlying facing units prior to reinstalling cap blocks.

Bond the cap block to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material.

D Measurement

The department will measure Cap Blocks Salvage and Reinstall as a 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 items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Cap Blocks Salvage and Reinstall	LS

Payment is full compensation for removing the cap blocks, properly storing the cap blocks, reinstalling the cap blocks and replacing cap blocks that are damaged by improper handling or storing.

62. Temporary Bypass Pumping, Item SPV.0105.02.

A Description

This special provision describes maintaining the stream flow of the Portage Canal (Station 103+50 'WI') by furnishing and installing bypass pump(s) prior to the installation of the new culvert pipe.

Notify the engineer 3 working days prior to installation and implementation of the pump(s). Do not commence bypass pumping without engineer approval.

B Materials

The temporary pump(s) provided must be adequate to handle the flow required for a 2-year recurrence interval stream discharge. The 2-year recurrence interval stream discharge for Portage Canal is 15 cubic feet per second (cfs).

Provide fully automatic self-priming units that do not require use of foot-valves or vacuum pumps in the priming system.

C Construction

Provide detailed plans and descriptions in the Erosion Control Implementation Plan as to the number, size, and performance of pumps to be used. Include the following details in the plan:

- Staging area for pumps.
- Number, size, material, and location of suction piping.
- Number, size, material, and location of discharge pipe.
- Type, location, size, and material of sump(s)\
- Bypass pump sizes, capacity, number of pumps on site, and power requirements.
- Downstream discharge plan.

Alterations to the suggested methodology of water diversion as noted below and/or shown in the plans may be acceptable. Such alterations shall be clearly spelled out in the ECIP for approval by WisDOT and WisDNR prior to construction.

Install temporary bypass pump(s) according to plan details, ensuring that any and all pumps are located outside of delineated wetland boundaries. Place pumps on firm ground on top of drip pan or pollution prevention material to avoid contamination of soil.

Install Cofferdam C-11-2052 (bid item 206.5000) around the excavation in a manner that allows for water to overtop a section of sheeting on each side of the excavation for flows greater than a 2-year recurrence interval storm. The 2-year recurrence interval stormwater elevation for Portage Canal is 783.00'

Measurement

The department will measure Temporary Bypass Pumping as a 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 items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Temporary Bypass Pumping	LS

Payment is full compensation for furnishing, installing, maintaining, monitoring, and removal of bypass pumps; installation, maintaining, and removal of sumps. Payment is also full compensation for construction of any temporary pads or landings necessary for supporting temporary pump(s) and any other pumping equipment.

The department will pay separately for cofferdam C-11-2052.

63. Remove Traffic Signals (Wisconsin Street & Dewitt Street), Item SPV.0105.03.

A Description

This special provision describes removing existing traffic signals at Wisconsin Street & Dewitt Street according to the pertinent provisions of standard spec 204 and as hereinafter provided. Work under this item also includes transporting or disposing of the existing equipment, including removal of existing

electrical service as well as required utility coordination, as directed in this special provision. Removal of pull boxes, concrete bases, radio communication equipment, and emergency vehicle preemption (EVP) at the above listed intersections shall be paid for separately.

B (Vacant)

C Construction

Prior to removal, coordinate the de-energizing of the traffic signals and removal of existing electrical service with the local electrical utility after receiving approval from the engineer that the existing traffic signals can be removed.

Notify the City of Portage at least five working days prior to the removal of the traffic signals.

Document the location, condition, attachments, cable routing for all existing equipment noted for removal or salvage. Include labels to track existing equipment. Provide documentation of existing equipment to the engineer. Provide a list of any equipment noted for salvage that is in poor condition or otherwise unable to reinstall.

Salvage and deliver to the City of Portage all equipment deemed of suitable condition. For all items salvaged, the City of Portage will provide documentation of the equipment to be salvaged during the coordinating phase of this removal work.

Coordinate any salvaging requested by the City of Portage in advance of removal activities. Complete the removal work as soon as possible following shut down of this equipment. Abandon conduit as shown on the plans and remove any remaining conductors. Dispose of the underground signal cable and internal wiring off the right-of-way.

D Measurement

The department will measure Remove Traffic Signals (Wisconsin Street & Dewitt Street) as a single lump sum unit of work for each intersection, 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	Remove Traffic Signals (Wisconsin Street & Dewitt Street)	LS

Payment is full compensation for arranging the de-energizing; removing and disassembling traffic signals; coordinating the salvaging; and incidentals necessary to complete the contract work.

64. Electrical Systems Integrator, Item SPV.0105.04.

A Description

This special provision describes personnel qualifications, contract roles, construction methods, testing and documentation requirements used to perform traffic signal, lighting, and signal communications work.

B Materials

Materials shall be according to standard spec 651.2 and as hereinafter provided:

Facilitate all contractor and department-furnished item approvals and orders for scheduling of installation activities.

C Construction

Construction shall be according to standard spec 670.3 with the exception of the term "ITS" being replaced by "Traffic Signal, Lighting, and Traffic Signal Communications", and as hereinafter provided:

Delete the requirement for the Integrator to be selected from the department's approved field system integrator list. The Electrical Systems Integrator may be on the list but shall also demonstrate qualifications necessary to provide management, assistance and expertise in the areas listed under standard spec 670.3.2.1. The Integrator shall also have experience with assembling components of traffic signal, lighting, and traffic signal communications systems to include the following:

- Standard equipment as furnished by the department for traffic signals, ITS, and street lighting
- Video detection equipment as furnished by the department
- Microwave detection equipment as furnished by the department
- Wireless and ethernet communications equipment
- Emergency vehicle preemption equipment
- Remote traffic microwave sensors
- Fiber optic, cellular and wireless communication equipment
- Traffic signal interconnection systems
- Railroad preemption
- Street lighting controls
- Bluetooth detection
- Temporary signal programming

Provide an ongoing role as Integrator(s) beginning with the compilation, review and approval of material submittals; through installation, testing, trouble-shooting and final acceptance of the working traffic signal system, interconnect, diversion trigger, and lighting systems; and all components including as-built documentation. The Integrator(s) role includes participation in weekly progress meetings as required by construction activities. Ensure all equipment is delivered and properly installed within the specified timeframes enforced under this contract.

D Measurement

The department will measure Electrical Systems Integrator as a single lump sum unit for all services, acceptably completed under the contract.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.004	Electrical Systems Integrator	LS

Payment is full compensation for providing specified expertise, assistance, assembly and documentation. The department will pay separately for other traffic signal, lighting, and traffic signal communications work under the various bid items in the contract

65. Salvage and Reinstall Communication Equipment (WI ST & Dewitt ST), Item SPV.0105.05.

A Description

This special provision describes salvaging and reinstalling radio communication equipment according to the pertinent provisions of the standard specifications and as hereinafter provided. The contractor shall properly dispose of all above ground and below ground cabling outside of the right-of-way.

B Materials

Furnish all required cabling, mounting hardware, and in-cabinet cabling and wiring required to restore the communication equipment to working order. Furnish all items according to the pertinent provisions of standard specification 655.2 and 658.2 and manufacturer specifications. If a conflict exists between the pertinent provisions of the standard specifications and the manufacturers specifications, the engineer shall make the final determination.

C Construction

Prior to removal, coordinate an inspection by City of Portage staff to document the condition of the communication system and verify its function.

Notify the City of Portage at least five working days prior to the intended inspection date.

Document the condition, attachments, and cabling for the existing communication system noted for removal or salvage. Include labels to track existing equipment. Provide documentation of existing equipment to the engineer. Provide a list of any equipment noted for salvage that is in poor condition or otherwise unable to reinstall.

Salvage and safely store all equipment deemed of suitable condition. The contractor shall furnish replacement equipment of identical or better function and condition if equipment is damaged or otherwise becomes unsuitable for reinstallation while stored by the contractor.

D Measurement

The department will measure Salvage and Reinstall Communication Equipment (WI ST & Dewitt ST) as a single lump sum unit of work for each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.05	Salvage and Reinstall Communication Equipment (WI ST & Dewitt ST)	LS

Payment is full compensation for coordinating inspection, removing, reinstalling, and furnishing incidentals necessary to complete the contract work.

66. Furnish and Install Video Vehicle Detection System (WI ST & Dewitt ST), Item SPV.0105.06.

A Description

This special provision describes furnishing and installing a video vehicle detection system according to the pertinent provisions of the standard specifications and as hereinafter provided.

B Materials

Furnish the following equipment:

- Three – Iteris RZ-4 Advanced WDR (Wide Dynamic Range) model cameras
- One – EDGE2-TS2-IM-PAK TS2 BIU
- One – EDGE2-1N One Camera Input
- One – Camera Processor EDGE-2N EDGE2-2N-PAK
- One – Monitor, LED CCTV 10.1", BNC, HDMI, VGA

Furnish all remaining fasteners, mounting brackets, and wiring connections as incidental to this item. Furnished materials shall conform to standard specification 651.2, 655.2, and 658.2. The contractor shall submit the proposed equipment to the City of Portage for final review and approval. Payment will not be made for materials ordered before final review and approval by the City of Portage.

C Construction

Construction shall be according to standard spec 651.3, 655.3, and 658.3, manufacturer's recommendations, the project plans, or as directed by the engineer. Perform testing and ensure that the system is in full operation prior to acceptance.

Install cameras and mounting hardware on trombone arms and/or according to manufacturer's recommendations. Test and verify that each zone shown on the plans can be detected by each camera, as indicated in the plans. Adjust camera position/orientation as needed to provide detection at all zones shown on the plans. Multiple installations/adjustments may be required and shall be considered incidental to this bid item.

Install and integrate the camera processor per the manufacturer's recommendations.

D Measurement

The department will measure Furnish and Install Video Vehicle Detection System (WI ST & Dewitt ST) as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.06	Furnish and Install Video Vehicle Detection System (WI ST & Dewitt ST)	LS

Payment is full compensation for coordinating inspection, removing, reinstalling, and furnishing incidentals necessary to complete the contract work.

67. **Furnish & Install Traffic Signal Cabinet & Controller (WI ST & Dewitt ST), Item SPV.0105.07.**

A Description

This specification describes furnishing and installing an equipped NEMA TS2 Type 1 traffic signal control cabinet at intersections. Cabinet components, including, but not limited to the traffic signal controller, malfunction management unit (MMU), bus interface units (BIU), and flash transfer relays, will also be furnished and installed as part of these bid items as appropriate.

The traffic signal cabinet shall include a Siemens M60 series traffic signal controller compatible with the furnished cabinet and ethernet communications.

B Materials

Furnish and install equipment and assemble the cabinet conforming to the latest revision of NEMA Standards Publication TS 2-2003, *Traffic Controller Assemblies with NTCIP Requirements*, National Electrical Manufacturers Association, hereinafter called NEMA TS2 Standard, except where modified in this specification. Conform all work to the Wisconsin State Electrical Code (WSEC).

Provide cabinets designed for TS2 Type 1 operation. Pre-wire cabinets for a minimum of 16 phases as specified herein.

Furnish and install at no extra cost any equipment, software, and materials not specifically described but required in order to perform the intended functions in the cabinet.

C Construction

C.1 Cabinet

C.1.1 Design

Furnish a door-in-door ground mounted (without anchor bolts) aluminum cabinet of clean-cut design and appearance. Provide a cabinet of minimum size 44 inches wide, minimum 24 inches deep, and minimum 52 inches to maximum 60 inches high. The size of the cabinet shall provide ample space for housing the controller, all of the associated devices which are to be furnished with the controller, all other auxiliary devices herein specified, and all equipment to be furnished and installed by others as listed in the Description section of this specification.

The cabinet shall comply with the environmental and operating standards outlined in the NEMA TS2 Standard. The cabinet shall provide reasonable vandalism protection. The cabinet shall have a NEMA 3R rating.

Construct the cabinet from type 5052-H32 aluminum with a minimum thickness of 0.125 inches. Continuously weld all seams. The surface shall be smooth, free of marks and scratches. Use stainless steel for all external hardware.

On the top of the cabinet, incorporate a 1-inch slope toward the rear to prevent rain accumulation. Incorporate a rain channel into the design of the main door opening to prevent liquids from entering the enclosure.

Include an exhaust plenum with a vent screen into the roof of the cabinet. Perforations in the vent screen shall not exceed 0.125 inches in diameter.

Equip the lower section of the cabinet door with a louvered air entrance. The air inlet shall be large enough to allow sufficient air flow per the rated fan capacity. Louvers must satisfy the NEMA rod entry test for Type 3R ventilated enclosures. Secure a washable, fiberglass, removable air filter to the air entrance. The filter shall fit snugly against the cabinet door wall. Attach an aluminum, easily removable, gasketed cover over the air filter and louver.

C.1.2 Doors

The cabinet door opening shall be a minimum of 80 percent of the front surface of the cabinet. The main door and police door-in-door shall each close against a weatherproof and dust-proof, closed-cell neoprene gasket seal. The gasket material for the main door shall be a minimum of 0.188 inches thick by 1.00 inch wide. The gasket material for the police door shall be a minimum of 0.188 inches thick by 0.500 inches wide. Permanently bond the gaskets to the cabinet.

Equip the main door with a three-point latching mechanism. The upper and lower locking points of the latching mechanism shall each have a pair of nylon rollers. The handle on the main door shall utilize a shank of stainless steel 3/4 inches minimum diameter. The handle shall include a hasp for the attachment of an optional padlock. The cabinet door handle may turn either clockwise or counterclockwise to open and shall not extend outwards past the edge of the door at any time. Position the lock assembly so the key will not cause any interference with the handle, or a person's hand on the handle, when opening the cabinet door.

Include on the main door a solid stainless steel rod stop and catch mechanism capable of rigidly holding the door open at approximately 90, 120, and 180 degrees under windy conditions. The operator must be able to engage and disengage the catch with a shoed or booted foot.

The main door hinge shall be a one-piece, continuous piano hinge with a minimum 0.25 inch stainless steel pin running the entire length of the right side of the door (right-handed). Attach the hinge in such a manner that no rivets or bolts are exposed.

Equip the main door with a brass Corbin tumbler lock No. 2, swing away dust cap, and provide two keys No. 2. Equip the police door-in-door with a standard police lock and provide one key.

C.1.3 Shelves and Mountings

Mount a minimum of three vertical "C" channels, compatible with Unistrut channel nuts, on each interior side wall of the cabinet for the purpose of mounting the cabinet components. The channels shall accommodate spring mounted nuts or studs. Install three vertical "C" channels or three slotted rails on the interior back wall of the cabinet. All mounting channels and rails shall extend to within 7 inches of the top and bottom of the cabinets and shall be of sufficient strength to rigidly hold specified shelves and equipment.

Provide two full-width, 11-inch deep, fully adjustable, aluminum shelves to support the controller and other equipment. Mount the lower shelf at a height above the bottom of the cabinet such that the shelf and attached drawer does not interfere with the ability to tilt the terminal facility forward on its hinges for maintenance purposes. Mount the top shelf at least 13 inches above the surface of the lower shelf.

Locate the controller and MMU on the top shelf. Locate the loop detector racks and other auxiliary equipment on the lower shelf. The power supply may be mounted on either shelf.

Provide an under-shelf drawer under the lower shelf. The drawer shall be approximately 20 inches wide and the full depth of the shelf. The drawer shall operate easily and smoothly and shall have a stop to prevent inadvertently pulling the drawer out of its support. Design the stop to allow purposeful complete removal of the drawer without the use of tools.

C.1.4 Auxiliary Cabinet Equipment

Ventilate the cabinet by means of a 120 VAC, 60HZ, tube axial compact type fan located in the top of the cabinet plenum. The fan's free delivery airflow shall be equal to or greater than 100 cubic feet per minute. The magnetic field of the fan motor shall not affect the performance of control equipment. The fan bearings shall operate freely. The fan unit shall not crack, creep, warp, or have bearing failure within a seven year duty cycle. The maximum noise level shall be less than 40 decibels. The fan unit shall be corrosion resistant. The thermostat's turn on setting shall be adjustable from 90 to 120 degrees F. The fan shall run until the cabinet temperature decreases below the turn-on temperature setting by approximately 30 degrees F. The fan shall be fused.

Mount an incandescent lamp and socket in the cabinet to sufficiently illuminate the field terminals. Wire the lamp to a 15-amp ON/OFF toggle switch mounted as specified in the Cabinet Switches section of this specification.

Provide a 250 watt element heater. Install the heater on the face of the aluminum, louvered air filter cover such that feed air is supplied through the cover. Provide a protective, ventilated cover over the heater. Provide a cord and twist-off plug to an electrical receptacle on the cabinet door. Provide a thermostat with an adjustable setting from 0 to 100 degrees F. Install the thermostat on the interior ceiling of the cabinet well

away from the cabinet light or any heat source. Provide a thermal limit switch to prevent the heater's protective cover from exceeding 170 degrees F.

C.2 Terminals and Facilities

C.2.1 Terminal Facility

The terminal facility panel constructed from 5052-H32 brushed aluminum of 0.125 inches minimum thickness and formed so as to eliminate any flexing when plug-in components are installed.

Mount the bottom of the terminal facility a minimum of nine inches from the bottom of the cabinet. Hinge the terminal facility at the bottom to allow easy access with simple tools to all wiring on the rear of the panel. It shall not be necessary to remove the lower shelf, the shelf drawer, or any shelf-mounted equipment to hinge down the terminal facility. Provide sufficient slack in the load bay wiring to allow for dropping the load bay.

Fully wire the terminal facility with sixteen load switch sockets: 8 phases of vehicular, 4 phases of pedestrian, and 4 phases of overlap operation; 8 flash transfer relay sockets; 1 flasher socket; and 2 terminal facility BIU rack slots. The use of printed circuit boards is not acceptable on the terminal facility, except printed circuit boards are acceptable for the BIU interface with the load bay. Position the 16 load switch sockets in two horizontal rows of 8 sockets each. Support the load switches and flasher by a bracket or shelf extending at least 3 inches from the terminal facility.

Label all terminals, load switches, and flash transfer relay sockets. Label reference designators by silk-screening on the front and rear of the terminal facility to match drawing designations.

Provide rack mounted BIU's. Provide a dual-row, 64-pin female DIN 41612 Type B connector for each BIU rack position. Provide card guides for both edges of the BIU. Terminal and facilities BIU mounting shall be an integral part of the terminal facility.

Provide two each 16-channel, 8-position, TS2 detector racks, each with an integrally mounted BIU mounting. Racks shall be addressable. Power each detector rack by the cabinet power supply. Fasten the loop detector racks towards the left side of the lower shelf.

For BIU rack connectors, provide pre-wired address pins or jumper plugs corresponding to the requirements of the NEMA TS2 Standard. The address pins or jumper plugs shall control the BIU mode of operation. BIUs shall be capable of being interchanged with no additional programming.

For the terminal facility, contain all field wires within one or two rows of horizontally-mounted Marathon heavy duty terminal blocks. Terminate all field output circuits on an unfused terminal block with a minimum rating of 10 amps. Use mechanical connector lugs rated for copper wire. Angle the lower section of the terminal block out from the back of the cabinet at approximately a 45 degree angle.

Identify all field input/output (I/O) terminals by permanent alphanumeric labels. All labels shall use standard nomenclature per the NEMA TS2 Standard.

All field flash sequence programming at the field terminals shall be able to be accomplished with the use of only a screwdriver.

Wire field terminal blocks to use three positions per vehicle or overlap phase (green, yellow, red).

Wire one RC network in parallel with each flash transfer relay coil.

Permanently label all logic-level, NEMA-controller and MMU input and output terminations on the terminal facility. Identify the function of each terminal position on the cabinet drawings.

Terminal blocks for DC signal interfacing shall have a number 6-32 x 7/32 inch screw as minimum. Functions to be terminated shall be as specified in the listing of Input/ Output Terminals in Section 5 of the NEMA TS2 Standard.

Conform all terminal facility and cabinet wiring to the WSEC. The green/ walk, yellow, and red/ don't walk load switch outputs shall be minimum 16 gauge wire. The MMU (other than AC power), controller I/O, and logic ground shall be minimum 22 gauge wire. All wire colors shall be consistent in all cabinets furnished in one order.

C.3 Auxiliary Panels

C.3.1 Vehicle Detection Interface Panel

Provide a 32-position interface panel or two 16-position panels. Each interface panel shall allow for the connection of 32 or 16 independent field loops, respectively. The panels shall have barrier strip type terminals using 8-32 screws and be rated for 20 inch pounds of torque. Provide a ground bus terminal

between each loop pair terminal to provide a termination for the loop lead-in cable ground wire. Secure the interface panels to a mounting plate attached to the left interior side wall of the cabinet.

Provide a cable consisting of 20 AWG twisted pair wires to enable connection to and from the interface panel to a detector rack. The twisted pair wires shall be color-coded wires. Provide a cable of sufficient length to allow the detector rack to be placed on either shelf.

Identify all termination points by a unique number silk screened on the panel.

C.3.2 Intersection Lighting Control Panel

Provide an intersection lighting control panel as described. The intersection lighting control panel shall consist of an aluminum panel 0.125 inches thick and approximately 5 inches by 10 inches. Determine the actual panel size by the cabinet's mounting rail placement. Attach to the panel a 2 pole-30 amp contactor-120vac coil (Square D #8910DPA32V02 or equal), and a heavy duty six position terminal block (Marathon DJ1606 or equal). Use wire sizes 10AWG for power and load wiring, and 16AWG for control wires. Wire the terminal strip as follows:

- Control coil
- L1 in
- L2 in
- Neutral in and control coil
- L1 out
- L2 out

Protect each output by a MOV (V150LA20A) wired between the output and neutral. Include a photo control (Intermatic #K4021C or equal). Mount the photo control just above the cabinet door and approximately 12 inches from the right side of the cabinet. Wire the photo control to a 3 position terminal switch using 16AWG wire color coded to match the photo control wiring connected to the intersection lighting control panel.

C.3.3 Conductors and Cabling

All conductors in the cabinet shall be copper 22 AWG or larger. All 14 AWG and smaller wire shall conform to MIL-W-16878/1, Type B, 600V, 19-strand tinned copper. The wire shall have a minimum of 0.010 inches thick PVC insulation without clear nylon jacket and rated to 105 degrees Celsius. All 12 AWG and larger wire shall be UL listed THHN/THWN 90 degrees Celsius, 600V, 0.020 inches thick PVC insulation, and clear nylon jacketed.

Provide controller and MMU cables of sufficient length to allow the units to be placed on either cabinet shelf in the operating mode. Connecting cables shall be sleeved in a braided nylon mesh. Exposed tie-wraps and interwoven cables are unacceptable.

Provide the cabinet configuration with enough SDLC RS-485 Port 1 communication cables to allow full capabilities of that cabinet. Each communication cable connector shall be a 15-pin metal shell D subminiature type. The cable shall be a shielded cable suitable for RS-485 communications. Secure all connecting cables and wire runs by mechanical clamps. Stick-on type clamps are not acceptable.

Pre-wire the terminal facility for a Type 16 MMU.

All wiring shall be neat in appearance. Stow excess cable behind the terminal facility or below the shelves in order to allow easy access to the terminal facility and cabinet components. All cabinet wiring shall be continuous from its point of origin to its termination point. Butt type connections/splices are not acceptable.

Wire the grounding system in the cabinet into three separate circuits: AC Neutral, Earth Ground, and Logic Ground.

Optoisolate all pedestrian pushbutton inputs from the field to the controller through the BIU and operate at 12 VAC.

Hook or loop all wire, size 16 AWG or smaller, at solder joints around the eyelet or terminal block post prior to soldering to ensure circuit integrity. Lap joint soldering is not acceptable.

C.3.4 Cabinet Switches

Locate the following switches on a maintenance panel on the inside of the cabinet door:

- a. Controller On/Off
- b. Cabinet Light
- c. Stop Time (Three Position)
- d. Manual Detector Switches (Three Position)

<u>Position</u>	<u>Switch Label</u>	<u>Function</u>
Upper	Stop Time	Place stop time on the controller
Center	Run	Remove the stop time input to the controller
Lower	Normal	Connects the MMU to the controller stop time input

Provide manual detector switches. Provide a minimum of 16 vehicle detector switches, and four pedestrian detector switches. The switches shall be spring loaded and automatically return to the center position. Wire the vehicle detector switches to detector BIU slot 1. Wire the pedestrian switches to the T&F BIU slot 1. The switches shall operate as follows:

<u>Position</u>	<u>Function</u>
Up	Detector Disabled
Center	Detector Enabled
Down	Detector Called

C.4 Power Panel

C.4.1 Design

The power panel shall consist of a separate module, securely fastened to the interior right side wall of the cabinet. Wire the power panel to provide the necessary power to the cabinet, controller, MMU, cabinet power supply, and all auxiliary equipment. Manufacture the power panel from 0.090-inch, 5052-H32 aluminum. Panel layout shall facilitate field inspection and maintenance accessibility without excessive disassembly or special tools.

Provide a light, tough, transparent, weather-resistant, non-yellowing, thermoplastic cover, rigidly mounted over the full power panel, with access holes for circuit breakers and other equipment, and open on the sides for ventilation.

C.4.2 Bus Bar

Provide a minimum 20-position neutral bus bar capable of connecting three #12 AWG wires per position.

C.4.3 Circuit Breakers

House in the power panel the following vertically mounted, single pole, 120 volts AC, 60 Hertz, circuit breakers, with the ON position being up:

- One 30-amp signal breaker. This breaker shall supply power for all cabinet functions not powered through one of the other breakers or fuses listed below. Streetlights will be powered from outside the cabinet in the meter breaker pedestal. This breaker shall feed a signal bus supplied through a solid state bus relay and a radio interference line filter. The bus relay, in all cases, shall be a solid state contactor and shall not be jack mounted. Breakers shall be thermal magnetic type, UL listed, with a minimum of 22,000 amp interrupting capacity.
- One 15-amp auxiliary breaker. This breaker shall supply power to the fan and heater.
- One 10-amp breaker. This breaker shall supply power for control equipment: controller, MMU, and cabinet power supply.
- One 20-amp circuit breaker for future use.

Power the cabinet light through the GFI fuse, not a circuit breaker.

C.4.4 Radio Interference Suppressor

Equip each control cabinet with a single radio interference suppressor (RIS) of sufficient ampere rating to handle the load requirements. Install the RIS at the input power point. The RIS shall minimize interference in both the broadcast and the aircraft frequencies and shall provide a maximum attenuation of 50 DB over a frequency range from 200 KHZ to 75 MHZ, when used in connection with normal installations. The RIS shall be hermetically sealed in a substantial metal case filled with a suitable insulating compound. The terminals shall be nickel-plated brass studs of sufficient external length to provide space to connect two #8 AWG wires and shall be so mounted that they cannot be turned in the case. Ungrounded terminals shall be properly insulated from each other and shall maintain a surface leakage distance of not less than 6.35 mm between any exposed current conductor and any other metallic parts. The terminals shall have an insulation factor of 100-200 megohms dependent upon external conditions. The RIS shall be rated at minimum 50 amperes. Design the RIS for operation on 115 VAC +/- 10%, 60HZ, single-phase circuits, and to meet the standards of UL and Radio Manufacturer's Association.

C.4.5 Bus Relay

Provide a normally-open, 60 amp, solid state relay.

C.4.6 Surge Protector

Install a plug-in type EDCO SHA-1250, or Atlantic/Pacific approved equal, surge protector across the load terminal of the 10-amp circuit breaker. Install a General Electric Varistor, catalog #V130PA20A, at the load terminals of the circuit breaker from the hot line to the grounded current carrying neutral conductor. Provide one additional uninstalled surge protector for every 20 cabinets delivered.

C.4.7 Power receptacles

Mount a 120 VAC 20 amp, NEMA 5-20R GFCI convenience duplex outlet at each of these two locations:

- On the interior right side wall above the power panel. The outlet shall be fully operational and fuse protected.
- Near the power panel where it will not interfere with power panel maintenance. This outlet is to be wired by field installation personnel.

C.4.8 Suppressors and RC Network

Provide a suppressor for each 120 VAC circuit that serves an inductive device, such as a fan motor or a mechanical relay, to protect the controller's solid state devices from excessive voltage surges. Such suppressors shall be in addition to the surge protector at the input power point. Wire one RC network in parallel with each inductive device.

C.5 Auxiliary Devices

C.5.1 Load Switches

Provide solid state load switches conforming to the requirements of Section 6.2 of the NEMA TS2 Standard.

Supply all 16 load switches with each cabinet.

C.5.2 Flashers

Provide a solid state flasher conforming to the requirements of section 6.3 of the NEMA TS2 Standard.

C.5.3 Cabinet Power Supply

Supply one cabinet power supply with each cabinet, meeting the requirements of Section 5.3.5 of the NEMA TS2 Standard. Provide LED indicators for the 12 VDC, 12 VAC, and 24 VDC outputs. Provide jack plugs on the front panel for access to the +24 VDC for test purposes.

C.6 Documentation

C.6.1 Shop Drawings

For each cabinet order, submit two sets of 11X17-inch detailed printed shop/drawings of the control cabinet, equipment layout drawings, and wiring diagrams of all equipment installed in the controller cabinet to WisDOT and the City of Portage for review and approval, a minimum of 60 days before the designated cabinet delivery date. Provide one laminated copy in the traffic signal cabinet. Also provide all drawings as .dgn or .dwg files as well as in .pdf file format. Revise the files and drawings according to WisDOT or City of Portage comments and resubmit, both printed and .dgn/.dwg files. If cabinet designs change within an order with the permission of the City of Portage, resubmit all drawings and files for review, comment, and approval.

C.6.2 Manuals

At the time of the cabinet delivery, furnish the following:

- One set of installation, operations, and maintenance manuals per cabinet for each type of equipment and their replacement parts. The manuals shall as a minimum include the following information: a) table of contents, b) operating procedure, c) step-by-step maintenance and trouble-shooting information for the entire assembly, d) part numbers, and e) maintenance checklists.
- Two sets of cabinet wiring diagrams per cabinet.

C.7 Cabinet Delivery

Deliver the fully wired and equipped cabinets the project site and securely store the materials if not immediately installing the equipment. Contact the construction leader a minimum of one 24-hour business day ahead of the desired delivery date to confirm the site is ready for installation.

C.8 Warranty

The contractor shall certify that the equipment meets the required specification and shall supply a complete catalog description.

Turn over to the City of Portage warranties and guarantees that are offered by the manufacturer as a customary trade practice. Name the City of Portage as the Obligee on all manufacturers' warranties and guarantees.

D Measurement

The department will measure Furnish and Install Traffic Signal Cabinet as a single lump sum unit of work for each intersection, 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.0105.07	Furnish & Install Traffic Signal Cabinet & Controller (WI ST & Dewitt ST)	LS

Payment is full compensation for furnishing and installing the signal controller and conflict monitor together with cabinet, all required control units, battery backup system, software installation, all additional harnesses for preemption, switches for flashing operation, and fittings as are necessary to assure that the controller will perform the said functions.

68. Traffic Signal Modifications for Intersections (Dewitt St & STH 33/Cook St), Item SPV.0105.08.

A Description

This special provision describes maintaining a long term duration interim traffic signal installation at the location as shown on the plans. Perform all work according to standard spec 661 and as hereinafter provided.

B Materials

Maintain traffic signal equipment as necessary through all stages of construction. Coordinate directly with the department's assigned project electrician for all activities associated with this bid item which require modifications to department furnished traffic signal control cabinets. The department will provide contact information for the designated project electrician at the preconstruction meeting. Contact the department at least 30 working days prior to the scheduled installation of all department operated interim traffic signals, and 10 working days prior to all subsequent changes in operation. Contact Dave Wronski in advance of the preconstruction meeting with any questions regarding this bid item.

C Construction

Modify the existing traffic signal operations such that E/W traffic on STH 33/Cook St receives green indications at all times. N/S Travel on USH 51/Dewitt St shall show red indications at all times. The only times the signal phasing should switch from the above operations include a pedestrian call or construction vehicle crossing.

Disable far detection loops 41 and 81 on Dewitt street such that these will not call for an unnecessary signal phase change due to construction activities. Ensure that construction equipment is not parked or set idle on Dewitt St near detection loops.

Replace any loops damaged due to construction according to WisDOT standard detail 9F9, or other loop detection details as applicable.

D Measurement

The department will measure Traffic Signal Modifications for Intersections (Dewitt St & STH 33/Cook St) as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.08	Traffic Signal Modifications for Intersections (Dewitt St & STH 33/Cook St)	LS

Payment is full compensation for signal modifications, coordination with WisDOT and the City of Portage, and restoring the intersection to original operations upon completion of construction.

69. Locate and Replace Existing Property Monuments, Item SPV.0105.09.

A Description

This special provision describes researching and locating existing property monuments prior to ground disturbing activities within the construction limits and replacing existing property monuments that are determined to be lost or disturbed by construction operations, as directed by the engineer, and as hereinafter provided.

This provision does not relinquish the contractor of their responsibility under standard spec 107.11.

B Materials

Provide replacement property monuments that are one-inch inside diameter by 24-inch long iron pipe or 3/4-inch diameter iron rod or rebar that are 24 inches long in locations outside of pavement areas, a Berntsen Steel Nail Marker for placement in asphalt pavement, or a Berntsen BP1 Brass Marker with anchoring plug for placement in concrete surface areas.

C Construction

Prior to construction, research, locate and document the adjacent property monuments located within the slope intercepts and temporary easement areas. Tie the located property monuments in with coordinates accurate to 1:3000 and tied to at least two adjacent witness markers that will not be disturbed by any project operations.

Prepare a property monument location map showing the type of monuments originally found with their coordinates and the type of replacement monument to be used to replace or reset the lost or disturbed monuments. A legible tax map or right-of-way plat is acceptable as a base map for the property monument location map. The property monument location map is to explicitly state that the replaced or reset monuments are not being certified as an actual property monument, only that evidence of a property monument was found and reset. Provide a copy of the property monument location map to the engineer and the county surveyor.

All work under this item is to be performed by, or under the direction of, a land surveyor registered in the State of Wisconsin.

After construction is completed verify property monument locations and replace or reset as necessary, any property monuments that are lost or disturbed.

D Measurement

The department will measure Locate and Replace Existing Property Monuments as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.09	Locate and Replace Existing Property Monuments	LS

Payment is full compensation for furnishing all research, field survey, locating, and recording of field data necessary to locate and determine coordinates for existing property monuments within the construction limits prior to construction; for replacing or resetting, as necessary, property monuments that are lost or disturbed from their original location; for furnishing property monuments; for furnishing a registered land surveyor; and for preparing, annotating and delivering the property monument location map.

70. **Electrical Service Meter Breaker Pedestal Special (Wisconsin & Huron), Item SPV.0105.10; Electrical Service Meter Breaker Pedestal Special (Dewitt & Conant), Item SPV.0105.11.**

A Description

Perform work according to the requirements of standard spec 656, the plans, standard detail drawings, and as hereinafter provided.

B Materials

According to the plans, standard spec 656.2 and as hereinafter provided:

Amend standard spec 656.2.3, Meter Breaker Pedestal Service, by adding the following paragraphs:

- (2) Furnish a 2-pole 100amp 120/240 Volt main breaker with 22,000 AIC rating or per utility requirements to be installed inside the meter breaker pedestal.
- (3) Furnish photocell and lighting contactors capable of operating the designed lighting system as shown on the plans and construction details. Install the controls inside a 12"x 16"x 6" minimum, NEMA 3R rated outdoor enclosure with interior back plate. The enclosure shall be mounted to the 2"x 2" stainless steel square tubing supports. Photocell to be mounted on the outside of the enclosure.
- (4) Furnish 2"x 2" stainless steel square tubing, concrete masonry and steel reinforcement as the plans show for rigidly mounting the meter pedestal.
- (5) Furnish a 100amp 120/240 volt single phase 12 space 12 circuit breaker panel with a 100 amp main breaker, installed inside a NEMA 3R outdoor rated enclosure to be attached to the 2"x 2" stainless steel tubing supports. The main breaker is not allowed to occupy two of the twelve spaces required in the breaker panel.
- (6) Furnish 2-pole and single pole 20amp circuit breakers in the electrical panel as required for the amount of circuits shown on the plans including one separate circuit for the lighting controls.
- (7) Furnish all conduit, fittings, hardware, fasteners, terminals, breakers, wiring and any additional items necessary to complete the "meter breaker pedestal, electrical panel and lighting control installation" per the NEC, local and State codes, as shown on the plans, the construction details and described in this special provision.

C Construction

According to the plans and standard spec 656.3 and as hereinafter provided:

Ensure that electrical service is installed and energized a minimum of one week prior to the system activation deadline.

D Measurement

The department will measure the Electrical Service Meter Breaker Pedestal Special (Location) bid item as a single lump sum for each service, 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.0105.10	Electrical Service Meter Breaker Pedestal Special (Wisconsin & Huron)	LS
SPV.0105.11	Electrical Service Meter Breaker Pedestal Special (Dewitt & Conant)	LS

Payment is full compensation for furnishing and installing all materials; for excavation, backfill, disposal of surplus materials and permit fees.

71. **Wall Modular Block Mechanically Stabilized Earth (Levee Connection #1), Item SPV.0165.01; Wall Modular Block Mechanically Stabilized Earth (Levee Connection #2), Item SPV.0165.02.**

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 shop drawings to the engineer conforming to standard spec 105.2 with electronic submittal to the fabrication library under standard spec 105.2.2. Certify that shop drawings conform to quality control standards by submitting department form DT2329 with each set of shop drawings. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings. Submit no later than 30 days after the contract execution. U.S.

Army Corps of Engineers review of plans may be required if any details deviate from the approved Section 408 permit.

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 width (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 leveling pad.

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 front face 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 width (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.

B.3.1.1 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.3.2 Leveling Pad

Provide an unreinforced cast-in-place 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.

The minimum width of the concrete leveling pad 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.3.3 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 ^[1]	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 and non-metallic connectors.

^[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_{alc} 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 sheepsfoot 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 Leveling Pad

Provide an unreinforced cast-in-place concrete leveling pad as shown on the plans.

Vertical tolerances shall not exceed 3/4-inch when measured along a 10-foot straight edge. Allow the concrete to set at least 12 hours prior to placing wall facing units.

The bottom row of wall facing units shall be horizontal and 100% of the unit surface shall bear on the leveling pad.

C.3.3 Soil Reinforcement

C.3.3.1 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.3.3.2 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 the 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:

<https://wisconsindot.gov/Pages/doing-bus-eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>

Ensure that the nuclear 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 AASHTO T310 and CMM 8-15 for density testing and gauge monitoring methods.

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

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. The department will compute measured quantities from the theoretical pay limits the contract plans show. The department will make no allowance for wall area constructed above or

below the theoretical pay limits. All work beyond the theoretical pay limits is incidental to the cost of work. The department will make no allowance for as-built quantities.

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 (Levee Connection #1)	SF
SPV.0165.02	Wall Modular Block Mechanically Stabilized Earth (Levee Connection #2)	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, leveling pad, and leveling pad steps; constructing the retaining system and providing temporary drainage; providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, and performing compaction testing.

The department will pay separately for parapets, traffic barriers, railings, and other items above the wall cap or coping.

72. Concrete Sidewalk Thickened Edge, Item SPV.0165.03.

A Description

Perform work according to the applicable provisions of standard spec 504 and as detailed in the plans.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Concrete Sidewalk Thickened Edge by the square foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.03	Concrete Sidewalk Thickened Edge	SF

Payment is full compensation for providing all materials, including all concrete and steel reinforcement; for all excavating, for backfilling, disposing of surplus material, and for cleaning out and restoring the work site.

73. Sidewalk Vault Closure, Item SPV.0165.04.

A Description

This special provision describes constructing a concrete masonry retaining wall (if necessary and directed by the engineer) and completely filling the existing vault opening with Backfill Granular as directed by the engineer.

B Materials

Concrete Masonry Retaining Wall shall meet the requirements of standard spec 504.2.

Backfill Granular shall meet the requirements of standard spec 209.2.

C Construction

Construction of concrete masonry retaining wall (if necessary and directed by the engineer) is according to standard spec 504.3. If the engineer determines that a concrete masonry retaining wall is not required, fill the existing vault opening with Backfill Granular.

Construction of Backfill Granular is according to standard spec 209.3.

D Measurement

The department will measure Sidewalk Vault Closure by the square foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.04	Sidewalk Vault Closure	SF

Payment is full compensation for furnishing and installing the Concrete Masonry Retaining Wall (if necessary and directed by the engineer), for waterproofing membrane painting on all exposed foundation wall surfaces and for furnishing all labor, tools, equipment and incidentals necessary to complete the work. Removing Sidewalk and the Backfill Granular of the vault shall be paid for separately under the respective bid items.

74. Excavation, Hauling, and Disposal of Contaminated Soil (Bioremediation), Item SPV.0195.01; Excavation, Hauling, and Disposal of Contaminated Soil (Direct landfill), Item SPV.0195.02.

A Description

A.1 General

This special provision describes excavating, segregating, loading, hauling, and disposing of contaminated soil, sediment, and groundwater. Contaminated groundwater shall be disposed of in the City of Portage sanitary sewers. Contaminated soil and sediment shall be disposed of at a WDNR-licensed facility. The closest WDNR-licensed facilities are:

Waste Management Madison Prairie Landfill
6002 Nelson Road
Sun Prairie, WI 53590

Advanced Disposal - Madison
300 Raemisch Road
Waunakee, WI 53597

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

Prior to transport, sufficiently dewater soils and sediments so as not to contain free liquids.

This special provision also describes pumping and disposing of contaminated groundwater (if dewatering is necessary) to the sanitary sewers for treatment at the City of Portage Wastewater Treatment Facilities. Contaminated water encountered, but not requiring removal as a standard course of construction, shall remain in-place and shall not be managed according to this special provision.

Perform all work necessary to control, handle, and dispose of groundwater and surface water, and all other water that may be encountered within contaminated areas, as required for performance of the work. Perform this work according to standard spec 205 and with all local and state regulations, including, but not limited to, pertinent parts of the:

- Wisconsin Administrative Code, Chapters NR 100-299,
- Wisconsin Statutes, Chapters 30 and 31,
- Erosion Control Implementation Plan (ECIP), and
- WDNR Technical Standards, Sediment Control Water Application of Polymers No. 1051, Dewatering No. 1061, Sediment Trap No. 1063, and Sediment Basin No. 1064.

A.2 Notice to the Contractor – Contaminated Soil & Sediment Locations

The department completed testing for soil, sediment, and groundwater contamination within this project where excavation is required. Testing indicated that contaminated soil, sediment, and/or groundwater is present at the following locations:

Petroleum Contamination

- **Site 8 (Mael Estate – Triangle Property, 100 Edgewater St.)** – The entire parcel described as Station 102+00WI to 103+50WI from reference line to limits on LT, and from 538+30DE to 539+10DE from limits on RT to limits on LT.
- **Wisconsin St./USH 51**
 - **Sites 5 and 7** - Station 99+25WI to 100+75WI, from limits on RT to limits on LT
 - **Sites 8, 11, 12, 13, 14, and 24** - Station 102+50WI to 107+75WI, from limits on RT to limits on LT
 - **Site 15** - Station 111+00WI to 111+75WI, from reference line to limits on LT
 - **Site 19** - Station 116+00WI to 117+25WI, from reference line to limits on RT
 - **Site 21** - Station 143+00WI to 144+60WI, from reference line to limits on LT
- **Edgewater St.**
 - **Sites 4 and 5** - West limit to Wisconsin St./USH 51 intersection, from limits on RT to limits on LT
 - **Sites 7 and 8** - Current Dewitt St. intersection to 100 feet west, from limits on RT to limits on LT
- **Dewitt St.**
 - **Site 3** - Station 546+50DE to 547+75DE, from 15 feet from limits on LT to centerline.
 - **Site 8** - Current right-of-way along Site 8, from west limits to centerline.

Chlorinated Compound Contamination

- **Wisconsin St./USH 51**
 - **Sites 11 and 24** - Station 103+00WI to 107+75WI, from limits on RT to limits on LT.

Metals Contamination

- **Site 24** – Station 102+50WI to 103+00WI, from center to limits on RT, and all sediment within the Portage Canal.

Groundwater contamination with petroleum and chlorinated compounds at concentrations exceeding the Enforcement Standards identified in s. NR 140.10 Wisconsin Administrative Code and/or exceeding the Effluent Limits of the Wisconsin Department of Natural Resources General Permit to Discharge Under the Wisconsin Pollutant Discharge Elimination System, Contaminated Groundwater from Remedial Action Operations Permit, are likely to be encountered during excavation activities.

Contaminated soil, sediment, groundwater, and/or underground storage tanks (USTs) may be encountered at other locations within the construction limits. If contaminated soil, sediment, groundwater, and/or USTs are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. If petroleum film or odors are observed during dewatering activities at other locations on the project, terminate dewatering activities and notify the engineer. Contaminated soil, sediment, and/or groundwater at other locations shall be managed by the contractor under this contract, under direction of the engineer and the environmental consultant. USTs will be removed by others.

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

Name: Brian Taylor
Wisconsin DOT, Southwest Region
Address: 2101 Wright St.
Madison, WI 53704-2559
Phone: (608) 245-2630
E-mail: BrianF.Taylor@dot.wi.gov

Name: Dan Haak
TRC Environmental Corporation
Address: 708 Heartland Trail, Suite 3000
Madison, WI 53717
Phone: (608) 826-3628
Fax: (608) 886-7423
E-mail: dhaak@trcsolutions.com

A.3 Coordination

Coordinate work under this contract with the environment consultant retained by the department:

Consultant: TRC Environmental Corporation
Address: 708 Heartland Trail, Suite 3000, Madison, WI 53717
Fax: 608-826-3941
Contact: Dan Haak
Phone: (608) 826-3628 office, (608) 886-7423 mobile
E-mail: DHaak@trcsolutions.com
Contact: Alia Schroeder
Phone: (608) 826-3646 office, (608) 572-3845 mobile
E-mail: ASchroeder@trcsolutions.com

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil, sediment, and groundwater based on analytical results from previous investigations, visual observations, and field screening of soil and sediment that is excavated;
2. Identifying contaminated soils and sediments to be hauled to the bioremediation and landfill facilities and contaminated groundwater to be pumped into the sanitary sewer;
3. Documenting that activities associated with management of contaminated soil, sediment, and groundwater are in conformance with the contamination management methods for this project as specified herein; and
4. Obtaining the necessary approvals for disposal of contaminated soil and sediment from the bioremediation and disposal facilities.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also, notify the environmental consultant at least 3 calendar days prior to commencement of excavation activities in each of the contaminated areas.

Identify the WDNR-licensed bioremediation and disposal facilities that will be used for disposal of contaminated soil and sediment and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soil and sediment from the bioremediation and disposal facilities.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation and dewatering activities in the contaminated areas. Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed. Do not pump or haul contaminated groundwater offsite without specific approval from the environmental consultant. Do not transport contaminated soil or sediment offsite without prior approval from the environmental consultant.

A.4 Protection of Groundwater Monitoring Wells

Groundwater monitoring wells may be present within the construction limits. Protect all groundwater monitoring wells to maintain their integrity. Adjust wells that do not conflict with utilities, structures, curb and gutter, etc. to be flush with the final grade. For wells that conflict with the previously mentioned items, notify the environmental consultant, and coordinate with the environmental consultant for the abandonment or adjustment of the wells by others. The environmental consultant will provide maps indicating the locations of all known monitoring wells, if requested by the contractor.

Coordinate with the environmental consultant to ensure that the environmental consultant is present to abandon and/or document the location of the groundwater monitoring wells during excavation activities.

A.5 Excavation Management Plan Approval

The excavation management plan for this project has been designed to minimize the off-site disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR's concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding the investigations, including waste characterization within the project limits, contact Brian Taylor with the department, at (608) 245-2630.

A.6 Health and Safety Requirements for Workers Remediating Contamination

Supplement standard spec 107.1 with the following:

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

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

Disposal of contaminated soil and sediment at the bioremediation and landfill facilities is subject to the facilities' safety policies.

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

Control operations in the contaminated areas to minimize the quantity of contaminated soil and sediment excavated. Ensure that excavations do not extend beyond the minimum required to construct utilities and highway improvements unless expressly directed to do so by the engineer.

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite disposal. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

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

- Excavation Common consisting of clean soil and/or clean construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, bituminous pavement, bricks, building stone, and unpainted or untreated wood), which under NR 500.08 are exempt materials, or
- Low-level contaminated material (for petroleum-contaminated, PID readings less than 10 ppm for and no observation of staining or odor; for chlorinated compound-contaminated, identified based on laboratory detection) for reuse as fill within the construction limits as allowed, or
- Significant petroleum-contaminated soil (significant petroleum odor, staining, and/or PID readings greater than 10 ppm) for off-site bioremediation and disposal at the WDNR-licensed bioremediation facility, or
- Significant chlorinated compound-contaminated soil and metals-contaminated soil and sediment (identified based on laboratory detection) for off-site direct disposal at the WDNR-licensed disposal facility, or
- Potentially contaminated for temporary stockpiling and additional characterization prior to disposal.

Some material may require additional characterization prior to disposal. Provide for the temporary onsite stockpiling of up to 100 cubic yards of contaminated soil or sediment that require additional characterization. Construct and maintain a temporary stockpile of the material according to NR 718.05(3), including, but not limited to, placement of the contaminated soil/fill material on an impervious surface and

covering the stockpile with impervious material to prevent infiltration of precipitation. The department's environmental consultant will collect representative samples of the stockpiled material, laboratory-analyze the samples, and advise the contractor of disposal requirements within 10 business days of the construction of the stockpile. The stockpiled material shall be disposed according to one of the designations listed above. As an alternative to temporarily stockpiling contaminated soil/fill material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such soil is encountered until such time as characterization is completed.

Directly load and haul soil and sediment designated by the environmental consultant for offsite disposal to the WDNR-licensed facility. Verify that vehicles used to transport contaminated material are licensed for such activity according to applicable state and federal regulations. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils, sediments, or residues. Prior to transport, sufficiently dewater soils and sediments so as not to contain free liquids.

When material is encountered outside the above-identified limits of known contamination that appears to have been impacted with petroleum or other chemical products, or when other obvious potentially contaminated materials are encountered or material exhibits characteristics of industrial-type wastes, such as fly ash, foundry sand, and cinders, or when underground storage tanks are encountered, suspend excavation in that area and notify the engineer and the environmental consultant.

Groundwater may be present within the construction limits. Water generated during dewatering operations (if necessary) is expected to be permitted to discharge to the surface except in the contaminated locations.

Contaminated groundwater generated from dewatering activities within the contaminated areas may exceed the surface water discharge limits specified in the DNR's "General Permit to Discharge under the Wisconsin Pollutant Discharge Elimination System" for "Contaminated Groundwater from Remedial Action Operations" (WPDES Permit No. WI-0046566-5), Table 3.1.

The City of Portage has granted permission to discharge contaminated water generated during dewatering into the sanitary sewer for disposal/treatment at the City of Portage Wastewater Treatment Facilities. Notify Aaron Jahncke, City of Portage Director of Public Works/City Engineer, at (608)742-2176 Ext. 325 prior to discharge of contaminated groundwater to the sanitary sewer. Also notify the environmental consultant prior to pumping contaminated groundwater.

Control operations in the contaminated locations to minimize the quantity of contaminated water managed. Minimize the amount of open trenches, and construct diversion berms and implement other controls to minimize the infiltration of surface water into excavations in areas of known contamination. Maintain surface water controls until construction of utilities in the areas of contamination are complete. Allow contaminated water encountered, but not requiring removal as a standard course of construction, to remain in-place and do not manage according to this special provision.

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

D Measurement

The department will measure Management of Contaminated Soil, Sediment, and Groundwater in tons of contaminated soil or sediment accepted by the bioremediation or disposal facility as documented by weight tickets generated by the facility. Load tickets must be delivered to the engineer within 10 business days of the date on which the soil or sediment was accepted by the facility.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.01	Excavation, Hauling, and Disposal of Contaminated Soil (Bioremediation)	TON
SPV.0195.02	Excavation, Hauling, and Disposal of Contaminated Soil (Direct Landfill)	TON

Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation of petroleum-contaminated soil; excavating, segregating, loading, hauling, and disposal of chlorinated compound-contaminated soil and metal-contaminated sediment; tipping fees; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of soil samples for field evaluation; dewatering of soils and sediment prior to transport, if necessary; controlling

contaminated water and preventing non-contaminated surface water and precipitation from entering the areas of contamination; managing and pumping contaminated water from excavations in the area of contamination to the designated discharge point; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

**ADDITIONAL SPECIAL PROVISION 1 (ASP 1)
FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS)
PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS**

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

TrANS is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor’s needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 8 (number) TrANS Graduate(s) be utilized on this contract.

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 5 (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

Authority

Wisconsin Department of Transportation (WisDOT) is a recipient of funds from the US Department of Transportation's Federal Highway Administration. The DBE program is a federal program applicable on all contracts administered by WisDOT that include federal-aid highway funds. The authority for the DBE program is the Transportation Bill as approved by Congress periodically. DBE program guidance and requirements are outlined in the Code of Federal Regulations at 49 CFR Part 26. This contract is subject to DBE provisions because it is financed with federal-aid-highway funds. Additionally, this contract is subject to the *State of Wisconsin Standard Specifications for Highway and Structure Construction* and all applicable contract documents.

Requirements

Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable.

If a contractor fails to carry out the DBE program requirements and/or the Required Contract Provisions for Federal Aid Contracts (FHWA 1273) referenced in this document, sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

- (1) At time of bid, ALL prime contractors shall submit Form DT1506 (Commitment to Subcontract to DBE), and signed Attachments A. If the assigned DBE contract goal is not met, Form DT1202 (Documentation of Good Faith Effort) is due at time of bid. Supplemental DT1202 documentation is due within 24-hours of bid closing, submitted to the DBE Alert email box. Any change to DBE commitments thereafter must follow Modification of DBE Subcontracting Commitment (Section 9).
- (2) The Department requires this list of DBE subcontractors from all bidders at time of bid to ensure the lowest possible cost to taxpayers and fairness to other bidders and subcontractors. Bid Shopping is prohibited.
- (3) The contractor shall utilize the specific DBE firms listed on the approved Form, DT1506, to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent from WisDOT. The contractor shall not be entitled to payment for any work or materials on the approved DT1506 that is not performed or supplied by the listed DBE without WisDOT's written consent.

Description

The Wisconsin Department of Transportation is committed to the compliant administration of the DBE Program. The DBE provisions work in tandem with FHWA 1273 and WisDOT's Standard Specifications and Construction Materials Manual. The WisDOT Secretary is signatory to assurances of department-wide compliance.

The department assigns the contract DBE goal as a percentage of work items that could be performed by certified DBE firms on the contract. The assigned DBE goal is expressed on the bid proposal as a percentage applicable to the total contract bid amount.

- (1) WisDOT 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 contract DBE goal by subcontracting work to a DBE firm or by procuring services or materials from a DBE firm.

- (2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:
 - § Produce accurate and complete quotes
 - § Understand highway plans applicable to their work
 - § Understand specifications and contract requirements applicable to their work
 - § Understand contracting reporting requirements
- (3) The department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit WisDOT's Civil Rights and Compliance Section website at: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

1. Definitions

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

- a. **Assigned DBE Contract Goal:** The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.
- b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.
- c. **DBE:** Disadvantaged Business Enterprise- for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.
- d. **DBE Commitment:** The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal.
- e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of Form DT1506, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved Form DT1506, and those submitted after approved commitment with Attachment A.
- f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.
- g. **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.
- h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.

- i. **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.
- j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote shall not be separated.

2. WisDOT DBE Program Compliance

a. Documentation Submittal

The Commitment to Subcontract to DBE (Form DT1506) and signed Attachments A shall be submitted at bid by ALL prime contractors. If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) is due at time of bid. Supplemental DT1202 documentation is due within 24-hours of bid closing, submitted to the DBE Alert email box.

Naming conventions: When emailing files, please use the following language to identify your submission-
"Project #, Proposal #, Let date, Business Name, GFE" Email: DBE_Alert@dot.wi.gov

The DBE Office will not certify Good Faith Effort and the Bureau of Project Development will consider the bid nonresponsive if the contractor fails to furnish the Form DT1506, Attachments A, and Form DT1202 if applicable, as required. See sample forms in the Appendix.

b. Verification of DBE Commitment

The documentation related to DBE subcontract commitment submitted prior to contract award is evaluated as follows:

(1) DBE Goal Met

If the bidder indicates that the contract DBE goal is met, the department will evaluate Form DT1506 and Attachments A to verify the actual DBE percentage calculation. If the DBE commitment is verified, the contract is eligible for award with respect to the DBE commitment.

(2) DBE Goal Not Met

- a) If the bidder indicates a bid percentage on Form DT1506 that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) at the time of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is due within 24-hours of bid submission and prior to bid posting. The department will review the bidder's DBE commitment and evaluate the bidder's good faith efforts submission.
- b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the department intends to:
 - 1. *Approve* the request (adequate documentation of GFE has been submitted)- no conditions placed on the contract with respect to the DBE commitment;
 - 2. *Deny* the request (inadequate documentation of GFE has been submitted)- the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.
- c) If the department denies the bidder's request, the contract is ineligible for award. The department will provide a written explanation for denying the request to the bidder. The bidder may appeal the department's denial (see Section 4).

Supplemental good faith effort documentation must be submitted to the DBE Office by email at: DBE_Alert@dot.wi.gov or by postal mail - ATTN: DBE Office, PO Box 7986, Madison, WI 53707-7986. Email naming convention: "Project #, Proposal #, Let date, Business Name, GFE"

3. Department's Criteria for Good Faith Effort Documentation

The Federal-aid Construction Contract Provision, referenced as FHWA-1273, explicitly states that the prime contractor shall be responsible for all work performed on the contract by piecework, station work, or subcontract. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of the contract including assurances of equal employment opportunity laws, DBE regulations, and affirmative action. Compliance encompasses responsible and responsive action, documentation, and good faith effort.

Contractually, all contractors, subcontractors, and service providers on the contract are bound by FHWA 1273 and DBE program provisions. **Prime contractors should encourage subcontractors to utilize DBE firms whenever possible to contribute to the assigned DBE contract goal.**

Bidders are required to document good faith effort. Per 49 CFR Part 26.53, good faith effort is demonstrated in one of two ways. The bidder:

- (1) Documents that it has obtained enough DBE participation to meet the goal; OR
- (2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

Appendix A of 49 CFR Part 26 provides guidance concerning good faith efforts. WisDOT evaluates good faith effort on a contract basis just as each contract award is evaluated individually.

The efforts employed by the bidder should be those that WisDOT can reasonably expect a bidder to take to actively and aggressively obtain DBE participation sufficient to meet the DBE contract goal. The department will only approve demonstration of good faith effort if the bidder documents the quality, quantity, and intensity of the variety of activities undertaken that are commensurate with expected efforts to meet the stated goal.

The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort activity. 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.

a. Solicitation guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, 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. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: DBE_Alert@dot.wi.gov
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.
- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, 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 B.* 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 firms 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 quotes are being sought to DBE_Alert@dot.wi.gov
 - ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C):
 - <https://www.bidx.com/wi/main>, postal mail, email, fax, and phone.
 - a. Contractors must ask DBE firms for a response in their solicitations. See *Sample Contractor Solicitation Letter*, Appendix B. This letter may be included as an attachment to the sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date 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. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the 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 record of subcontractor outreach effort
- b. Guidance for Evaluating DBE quotes
- (1) Quote evaluation practices required to evaluate DBE quotes:
 - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).
 - (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:
 - i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, **a discussion** between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is 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 indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
 - a. In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
 - b. Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear 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.

See Appendix D – *Good Faith Effort Evaluation Measures* and Appendix E - *Good Faith Effort Best Practices*.

- c. Requesting Good Faith Effort Evaluation: At the time of bid- if the DBE goal is not met in full, the prime contractor must request alternative Good Faith Effort Evaluation using form DT1202- Documentation of Good Faith Effort. Supplementary documentation of good faith effort that supports the DT1202 submission is due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:
- (1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.
 - (2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.
 - (3) Documentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.
 - (4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.
 - (5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.
 - (6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials
 - (7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, GFE" Email: DBE_Alert@dot.wi.gov

If the Good Faith Effort documentation is deemed adequate, the request will be approved and the DBE office will promptly notify the Prime Contractor and Bureau of Project Development.

If the DBE Office denies the request, the Prime Contractor will receive written correspondence outlining the reasons. The department encourages the Prime Contractor to communicate with DBE staff to clarify any questions related to meeting goals and/or contractor demonstration of good faith efforts.

If the contract is awarded, the Prime Contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved Form DT1506. No contractor, prime or subsequent tier, shall be paid for completing work assigned to a DBE subcontractor on an approved DT1506 unless WisDOT has granted permission for the reduction, replacement, or termination of the assigned DBE in writing. If a prime contractor or a subcontractor on any tier uses its own forces to perform work assigned to a DBE on an approved DBE commitment, **they will not be paid for the work**. Any changes to DBE commitment after the approval of Form DT1506 must be reviewed and approved by the DBE Office prior to the change (see Section 9).

4. Bidder's Documentation of Good Faith Effort Evaluation Request Appeal Process

A bidder can appeal the department's decision to deny the bidder's demonstration of Good Faith Effort through Administrative Reconsideration. The bidder must provide a written justification refuting the specific reasons for denial as stated in the department's denial notice. The bidder may meet in person with the department if so requested. Failure to appeal within 5 business days after receiving the department's written notice denying the request constitutes a forfeiture of the bidder's right of appeal. Receipt of appeal is confirmed by email date stamp or certified mail signed by WisDOT staff. A contract will not be executed without documentation that the DBE provisions have been fulfilled.

The department will appoint a representative who did not participate in the original good faith effort determination, to assess the bidder's appeal. The department will issue a written decision within 5 business days after the bidder presents all written and oral information. In that written decision, the department will explain the basis for finding that the bidder did or did not demonstrate an adequate good faith effort to meet the contract DBE goal. The department's decision is final.

5. Determining DBE Eligibility

Directory of DBE firms

- a. The only resource for DBE firms certified in the State of Wisconsin is the Wisconsin Unified Certification Program (UCP) DBE Directory. WisDOT maintains a current list of certified DBE firms at: <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE Program office is available to assist with contracting DBE firms:(608) 267-3849.
- c. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). If a DBE subcontractor performs work that is not with its assigned NAICS code, the prime contractor should contact the DBE Office to inquire about compatibility with the Business Development Program.

6. Counting DBE Participation

Assessing DBE Work

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 UCP agencies. 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:

- a. The department counts work performed by the DBE firm's own resources. The department includes the cost of materials and supplies the DBE firm obtains for the work. The department also includes the cost of equipment the DBE firm leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.
- b. The department counts fees and commissions the DBE subcontractor charges for providing 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 program engineer deems reasonable based on experience or prevailing market rates.

- c. If a DBE firm subcontracts work, the department counts the value of the work subcontracted to a DBE subcontractor.
- d. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE 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.
- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it 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.
- g. The Prime Contractor shall inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- h. See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

Naming conventions: When emailing files, please use the following language to identify your submission-
"Project #, Proposal #, Let date, Business Name, Attachment A" Email: DBE_Alert@dot.wi.gov

*Note: A sublet request is required for DBE work, regardless of subcontract tier, and also for reporting materials or supplies furnished by a DBE.

- Sublet Requests via form DT1925 or WS1925 are required for 1st Tier DBEs
- For all 2nd Tier and below notification of DBE sublet is indicated by the contractor entering them in CRCS

7. Credit Evaluation for Trucking

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

The prime contractor is responsible for ensuring that all subcontractors including trucking firms, receive Form FHWA 1273: <https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

See Section 8 for Broker credit.

8. 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 firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer, supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm 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, **100%** percent of the cost of the materials or supplies counts toward DBE goals.

b. Regular Dealers of Material and/or Supplies

- (1) Supplies purchased in bulk from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) When DBE suppliers are contracted, additional documentation must accompany form DT1506 and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with 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 per b.(1) above.
 - i. The bidder should respond to the following questions and include with submission of form DT1506:
 - a. What is the product or material?
 - b. Is this item in the prime's inventory or was the item purchased when contract was awarded?
 - c. Which contract line items were referenced to develop this quote?
 - d. What is the amount of material or product used on the project?

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 are 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, fees, or transportation charges for the delivery of materials or supplies required on a job site.
- (4) Evaluation of DBE credit includes review of the contract need for the item/service, the sub-contract or invoice for the item/service, and a comparison of the fees customarily allowed for similar services to determine whether they are reasonable.

9. DBE Commitment Modification Policy (Formerly “DBE Replacement Policy”)

A. Issuing a Contract Change Order

Any changes or modifications to the contract once executed are considered contract modifications and as such require a change order. In addition, the DBE office must provide consent for reduction, termination, or replacement of subcontractors approved on the DT1506 *in advance* of the modification for the prime contractor to receive payment for work or supplies. Additions to the DBE commitment do not require advance notification of the DBE office. (see D below)

Contractor Considerations

1. A prime contractor cannot modify the DBE commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved 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.
2. If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the department regarding the DBE utilization.
3. The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal.
4. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.
5. 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 must undertake efforts to maintain its commitment to the assigned DBE goal.
6. The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they shall advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.

(a) Before the Prime Contractor can request modification to the approved DT1506, the Prime Contractor must:

- i. Make every effort to fulfill the DBE commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's 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 the Prime Contractor's intent to request to modify the commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.
- iii. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.
- iv. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, 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 engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.

- v. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

B. Request to Modify DBE Subcontracting Commitment

The written request referenced above may be delivered by email or fax. The request must contain the following:

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

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, MODIFICATION" Email: DBE_Alert@dot.wi.gov + Project Engineer

WisDOT will review the request and any supporting documentation submitted to evaluate if the circumstance and the reasons constitute good cause for replacing or terminating the approved DBE subcontractor.

Good Causes to Replace a DBE subcontractor 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
- The prime has determined that the listed DBE subcontractor is not a responsible contractor
- The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal
- The listed DBE subcontractor is ineligible to receive DBE credit for the type of work required
- A DBE firm owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract

C. Evaluation and Response to the Request

WisDOT's timely response to the Prime Contractor's request for modification of the approved DBE subcontracting commitment will be provided to the prime and the WisDOT project engineer via email.

If WisDOT determines that the Prime Contractor's basis for reduction in participation, replacement, or termination of the DBE subcontractor is not consistent with the good cause guidelines, the DBE office will provide a response via email within 48-hours of receipt of request from the Prime Contractor as indicated by email time stamp. The communication will include: the requirement to utilize the committed DBE, actions to support the completion of the contractual commitment, a list of available WisDOT support services, and administrative remedies, including withholding payment to the prime, that may be invoked for failure to comply with federal DBE guidelines for DBE replacement.

The WisDOT contact for all actions related to modification of the approved Form DT1506 is the DBE Program Engineer who can be reached at DBE_Alert@dot.wi.gov or (608) 264-9528.

D. DBE Utilization beyond the approved DBE Commitment (Form DT1506)

When the prime or a subcontractor increases the scope of work for an approved DBE subcontractor or adds a DBE subcontractor who was not on the approved form DT1506 at any time after contract execution, this is referred to as voluntary DBE contract goal achievement. The contractor must follow these steps to ensure that the participation is accurately credited toward the DBE goal:

- a. Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DT1506 based on the email/discussion and the new Attachment A.
- b. When adding to an existing DBE commitment, submit a new Attachment A to the DBE Alert mailbox
- c. OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete"

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, New Attachment A" Email: DBE_Alert@dot.wi.gov

Special note on trucking

- DBE truckers added to the sublets in CRCS *will* be approved without DBE credit (You will see a "N" in CRCS instead of "Y")
- Prime Contractors may enter a "place holder" e.g. \$1000.00, for DBE Trucking in CRCS if the full amount of trucking is unknown for sublet purposes only
- The hiring contractor may obtain the Attachment A with DBE signature included but the **Prime Contractor** must sign the Attachment A before submitting

10. Commercially Useful Function

- a. Commercially Useful Function (CUF) is evaluated after the contract has been executed, while the DBE certified firm is performing contracted work items.
- b. The department uses Form DT1011, DBE Commercially Useful Function Review and Certification to evaluate if 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 firm 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 work and 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 DBE Primes

WisDOT calculates DBE credit based on the amount and type of work performed by DBE certified firms for work submitted with required documentation. If the prime contractor is a DBE certified firm, the department will only count the work that the DBE prime performs with its own forces for DBE neutral credit. The department will also calculate DBE credit for work performed by any other DBE certified subcontractor, DBE certified supplier, and DBE certified manufacturer on the contract in each firm's approved NAICS code/work

areas that are submitted with required documentation. Crediting for manufacturers and suppliers is calculated consistent with Section 8 of this document and 49 CFR Part 26.

12. Joint Venture

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

13. Mentor-Protégé

- a. If a DBE performs as a participant in a mentor-protégé agreement, the department will credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit is 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 allowed on WisDOT projects.

14. 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 subcontractor, a prime contractor, and the regular dealer or 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 firm in cases where the DBE subcontractor and materials have been approved 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 firm is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE firm 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 Contractor 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 Form DT1506 or when the 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 approved supplies.
- b. The DBE subcontractor is responsible for furnishing and/or installing the material/work item and is not an 'extra participant' in the transaction. The DBE firm'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 Contractor 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 contractor's negotiated unit price.

15. Payment

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

Appendix A

Substantive Conversation Guidelines

The substantive conversation is critical to all bidders' demonstration of good faith effort to meet the DBE goal prior to bid opening. Relationship building between primes and subcontractors is crucial to DBE goal attainment. Responsible bidders seek to build rapport with potential DBE subcontractors to understand capacity, areas of expertise, and assess contracting feasibility. Bidders who compete for WisDOT contracts are specialty contractors responding to a growing and changing contract environment. Just as these specialists are responsible for care of the roads, they are likewise responsible for contributing to the health of the industry. The substantive conversation drives collaboration that will build industry health and capacity. The following is intended to provide guidance for such discussions but is not an exhaustive list. Contractors are encouraged to incorporate their existing strategies for cultivating business relationships as well.

Prior to Bid Opening- this discussion should happen as early as possible (WisDOT advertisements are released 5 weeks prior to each Let)

- Determine DBE subcontractor's interest in quoting
- If response indicates inexperience with quoting- offer support/assistance to the DBE in understanding the industry including fundamentals a subcontractor needs to know, required reading and/or resources.
- Assess their interest and experience in the road construction industry by asking questions such as:
 1. Have you competed for other WisDOT contracts? Ratio of competed/to wins
 2. Have you performed on any transportation industry contracts (locally or with other states)?
 3. What the largest contract you've completed?
 4. Have you worked in the industry: apprentice, journeyman, safety, inspection etc.?
 5. Does this project fit into your schedule? Are you working on any contracts now?
 6. Have you reviewed a copy of the plans? Are you comfortable performing within the scope and quantity considerations of this contract?
 7. What region do you work in? Home base?
 8. Which line items are you considering?
 9. Have you read/are you familiar with WisDOT Standard Specifications? Construction Material Manual?
 10. Do you understand where your work fits in the project schedule, project phases?

Following Bid Opening- this discussion can happen at any time

1. After reviewing their quote, note the following in your discussion:
 - Does the quote look complete? Irregular?
 - Are there errors in the quote? Are items very high or very low?
 - In general, does the quote look competitive?
2. Questions and Advice for the bidder to share with the potential DBE subcontractor:
 - What line items would typically be in a competitive quote for a subcontractor of their specialty?
 - How many employees and what is their role/experience/expertise in your firm?
 - Do you have resources for labor (union member, family-based, community-resourced) and capital (banking relationship, bond agent, CPA)?
 - Where have you worked: cities, states, government, commercial, residential/private sector, etc. Explain similarities or differences.
 - Refer them to reliable, trusted, industry resources that can educate or connect them to relevant resources, education/certification resources, more appropriate contract opportunities.
 - Discussion about prime contract and subcontract liability, critical path items, contract quantities, schedule risks, and potential profit/loss (for upcoming known projects or in general).
 - Discussion of bonding, insurance, and overall business risk considerations.

APPENDIX B
Sample Contractor Solicitation Letter Page 1
This sample is provided as a guide not a requirement

GFESAMPLE MEMORANDUM

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

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

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

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

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

Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at **contact number**.

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

Project Manager, John Doe, Phone:
(000) 123-4567
Email: Joe@joetheplumber.com
Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2
This sample is provided as a guide not a requirement

REQUEST FOR QUOTE

Prime's Name: _____
Letting Date: _____
Project ID: _____

Please check all that apply

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

Prime Contractor 's Contact
Person

DBE

Contractor Contact Person

Phone: _____ Phone: _____

Fax: _____ Fax: _____

Email: _____ Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

Clearing and Grubbing	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
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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 C

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 later completion.
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. **DBE firms can:**

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.

APPENDIX D

Good Faith Effort Evaluation Measures *by categories referenced in DBE regulations*

Bidders must demonstrate that they took all necessary and reasonable steps to achieve the assigned DBE contract goal. For each contract, all bidders must submit documentation indicating the goal has been met or if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

DBE staff analyze the bidder's documented good faith efforts to determine if action taken was sufficient to meet the goal. Sufficiency is measured contract-by-contract. WisDOT evaluates active and aggressive efforts, quality, quantity, scope, intensity, and appropriateness of the bidder's efforts as a scale of the principles of Good Faith outlined in 49 CFR Part 26, Appendix A. Additional emphasis is placed on the bidder's demonstration of timely submission of documentation and communication with DBE subcontractors, and business development initiatives undertaken to support DBE firm growth.

The following is a sample of good faith effort activities that are rated according to the accompanying rubric. Contractors are encouraged to identify additional activities that align with their business type(s).

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications, and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (*points added for each day prior to letting*)
- Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements

GFE EVALUATION RUBRIC – PHASE 1

	Active & Aggressive Category	Quality Category	Quantity Category	Scope & Intensity Category	Timing Category	Business Develop't Efforts	Total=
Solicitation Documentation							
Selected Work Items Documentation							
Documentation of Project Information provided to Interested DBEs							
Documentation of Negotiation with Interested DBEs							
Documentation of Sound Reason for Rejecting DBEs							
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials							
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support							
Documentation of other GFE activities							
Overall Total=							

GFE EVALUATION RATING LEGEND – PHASE 1

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

SCOPE & INTENSITY: Demonstrated through a rigorous approach to an appropriate and purposeful range of activities

TIMING: Demonstrated through engagement efforts beyond simple solicitation, initiated early in the process

BUSINESS DEVELOPMENT INITIATIVES: Demonstrated by efforts to support business growth and health of DBEs

Rating Scale

- **Each qualifying activity is worth 5 points per Category**
- **Documented efforts must receive 55 points or more to qualify for Phase 2 GFE evaluation**
 - **Pro Forma efforts= 0-50 points**
Perfunctory effort characterized by routine or superficial activities
 - **Bona Fide= 55+ points**
Genuine effort characterized by sincere and earnest activities

GFE EVALUATION – PHASE 2**DBE Office completes:**

- Review of quote comparisons submitted by Prime
- Bid analysis to confirm is any bid submitted met the DBE goal
- Team review of combined efforts documented in Phase 1 and 2 by apparent low bidder

APPENDIX E

Good Faith Effort Best Practices

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 be thorough 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 F

Good Faith Effort Evaluation Guidance

Appendix A of 49 CFR Part 26

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient 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, you have the responsibility 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, based on the regulations and the guidance in this Appendix.

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. Determinations should not be made using quantitative formulas.

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. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should 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 (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

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 with their offer for the subcontract.

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. (1) 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 status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

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, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. 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 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. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

APPENDIX G (SAMPLE) Forms DT1506 and DT1202

COMMITMENT TO SUBCONTRACT TO DBE

DT1506 6/2020 s.84.06(2) Wis. Stats.

Wisconsin Department of Transportation

Project(s):

Prime Contractor:

County:

Letting Date:

This contract requires that a specified percentage of the work be subcontracted to a disadvantaged business enterprise and that this information be submitted as described in ASP-3. Completion of the following information indicates your intent in the fulfillment of these contract requirements.

Total Value of Prime

Contract:

DBE Contract Goal %:

DBE Contract Goal \$:

\$

Goal metThis form must be completed and returned for **THIS** contract. See reverse side for instructions.

A	V	NAME OF DBE SUBCONTRACTOR	TYPE OF WORK	SUBCONTRACT \$ VALUE		Government Use Only Adjusted Amounts
		SUBTOTAL DBE \$ VALUE	A (\$)	\$	- TOTAL %	#DIV/0!
			V (\$)	\$	- TOTAL %	#DIV/0!

A	V	NAME OF DBE SUPPLIER AND/OR MANUFACTURER (see #3 on Instructions)	TYPE OF MATERIAL	SUBCONTRACT \$ VALUE		Government Use Only Adjusted Amounts
		SUBTOTAL DBE \$ VALUE	A (\$)	\$	- TOTAL %	#DIV/0!
			V (\$)	\$	- TOTAL %	#DIV/0!

A	V	NAME OF DBE TRUCKING FIRM	MATERIAL HAULED	EST. # OF TON/C.Y.	EST. # OF TRUCKS REQ'D	\$ VALUE	Government Use Only Adjusted Amounts
					O= L=		
					O= L=		
					O= L=		
					O= L=		
					O= L=		
		SUBTOTAL DBE \$ VALUE	A (\$)	\$	- TOTAL %	#DIV/0!	
			V (\$)	\$	- TOTAL %	#DIV/0!	
		GRAND TOTAL DBE \$ VALUE	A (\$)	\$	- TOTAL %	#DIV/0!	
			V (\$)	\$	- TOTAL %	#DIV/0!	
			T =	\$	- TOTAL %	#DIV/0!	

I certify that arrangements have been made for the foregoing work with the listed DBE Contractors. I further understand that any willful falsification, fraudulent statement or misrepresentation will result in appropriate sanctions, which may include debarment and/or prosecution under applicable State (Trans 504) and Federal laws.

O = Owned Trucks Used on Project L = Leased Trucks Used on Project	Government Use Only Approved Amounts		X	(Authorized Agent) Date Preferred submission method: DBE_Alert@dot.wi.gov Or: Mail to: Wisconsin Department of Transportation DBE Programs Office, 5th Floor PO Box 7986 Madison, WI 53707-7986	
	A	\$			%
	V	\$			%
	Total	\$			%
A = Assigned (DBE Conscious) V = Voluntary (DBE Neutral)	Signature: _____				
	Date: _____				
	DBE goal waiver granted: Yes ☐ No ☐				
Proposal Number : _____					

Instructions For Completing Commitment To Subcontract To DBE Form:

- 1 In accordance with the DBE Regulations (49 CFR part 26), WisDOT is tracking Assigned Goals for DBE's (DBE Conscious) and Voluntary Usage of DBE Firms (DBE Neutral). DBE participation reported on this form will be used to periodically adjust (DBE Conscious and DBE Neutral) components of WisDOT's overall annual DBE goal.
- 2 For each DBE firm listed on this form, place an "x" in the appropriate column to indicate whether it will be used to meet the Assigned Goal (A) and/or whether it is used on a Voluntary basis (V). Any achievement above assigned goals should be reported as a voluntary achievement. If you indicate that a firm will be used to meet both assigned and voluntary goals, indicate the dollar amount attributable to assigned goals and the amount attributable to the voluntary goal. Our objective is to capture all DBE achievement you generate. The following is an example:
 - a. The total contract amount is \$100,000 and the DBE goal is 10% or \$10,000 in DBE participation
 - b. If \$10,000 is the subcontract dollar value to ADBE Landscaping Co. then \$10,000 would be Assigned (DBE Conscious) and you would place an "x" in the "A" column
 - c. If \$15,000 is the subcontract dollar value to ADBE Landscaping Co. then \$10,000 would be Assigned (DBE Conscious) and you would place an "x" in the "A" column and ADBE Landscaping Co. would be listed on the next line for \$5,000 which would be Voluntary (DBE Neutral) and an "x" would be placed in the "V" column
- 3 The department will give full credit toward the DBE goal if the DBE is a manufacturer of their materials or supplies. The department will give 60 percent credit or brokerage fee set by industry's standard toward the DBE goal if the DBE is merely a supplier of these materials or supplies. Drop shipment by a supplier will earn a 10 percent DBE credit. It is the Prime Contractor's responsibility to use the Bidder's List or UCP Directory to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form. WisDOT will apply the appropriate credit when approving the form.
- 4 After completing the form, if it does not indicate that the DBE goal has been met or exceeded, please complete and supply the necessary documentation on the Documentation of Good Faith Effort form (DT1202)

Instructions For Completing Attachment A Form:

- 5 Section 26.53 (49 CFR part 26) requires written confirmation of participation from each DBE firm to be used on the contract. Please submit one copy of a completed Attachment A, Confirmation of Participation form, for each DBE firm to be used on this contract. Each form must be signed by the Prime Contractor, the hiring contractor (if applicable) and the DBE Firm specified on the form.
- 6 DBE crediting for the trucking industry is achieved in the following manner:
 - a. A minimum of one truck owned by the DBE must be used on the contract.
 - b. Full DBE credit is given for owned trucks and trucks leased from another DBE.
 - c. Trucks leased from non-DBE firms will be given DBE credit of 10% of the subcontract value.
 - d. All trucks used for credit must be listed and approved on the DBE firm's Schedule of Owned/Leased Vehicles for DBE Credit and/or a WisDOT approved trucking utilization plan.

It is the Prime Contractor's and the DBE firm's responsibility to ensure that utilization of trucks and the DBE credit earned is in accordance with the above and will yield the subcontract dollar value listed on the Commitment to Subcontract to DBE form.

Please submit documents to: DBE_Alert@dot.wi.gov

Identify Project#, Proposal#, Let date, Business Name, DT1506 and/or Attachment A in the **email subject line**.

If you have questions about filling out these forms, please contact the Civil Rights and Compliance Office at (608) 266-0503.

CONFIRMATION OF PARTICIPATION			
Project I.D.:		Proposal Number:	
Letting Date:		Total \$ Value of Prime Contract:	
Name of DBE Firm Participating in this Contract:			
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>			
Type of Work or Type of Material Supplied:			
Total Subcontract Value:			
FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.		Prime Contractor Representative's Signature	
		Prime Contractor Representative's Name (Print Name)	
		Prime Contractor (Print Company Name)	
		Date	
FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above. FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks and material hauled as listed below.		Participating DBE Firm Representative's Signature	
		Participating DBE Firm Representative's Name (Print Name)	
		Participating DBE Firm (Print Company Name)	
		Date	
# Owned Trucks	# Leased Trucks	# Estimated Tons/C.Y.	Material(s) Hauled

Official Form DT1506 can be found here: www.wisconsin.gov/DBEcontracting



DOCUMENTATION OF GOOD FAITH EFFORT Wisconsin Department of Transportation DT1202 3/2020

Project ID XXXX	Proposal No. XXXX	Letting XXXX
Prime Contractor XXXX	County XXXX	
Person Submitting Document XXXX	Telephone Number XXXX	
Address XXXX	Email Address XXXX	

All bidders must undertake necessary and reasonable steps to achieve the assigned DBE contract goal per federal regulatory guidance at 49 CFR Part 26. Bidders use this form to document all efforts employed to meet the assigned goal as a record of contractor good faith efforts (GFE). Refer to ASP3 or 49 CFR Part 26 for guidance on actions that demonstrate good faith effort.

It is critical to list all efforts, attach documentation, and follow the instructions to complete this submission. Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit good faith effort documentation per ASP-3 guidelines.

Instructions: Provide a narrative description of all activities pursued to demonstrate good faith efforts, any corresponding documentation, and applicable explanation on separate pages. Include the following items organized in the order listed below.

1. Solicitation Documentation:

- a. **Purpose:** To identify all reasonable and available activities the bidder performed to solicit the interest of all certified DBEs who have the capacity and ability to perform work on the project. All solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask questions.
- b. **Action:** Identify and list all activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications, substantive conversations, pre-bid meetings, networking events, market research, advertising.

2. Selected Work Items Documentation:

- a. **Purpose:** To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur even when you prefer to perform the work yourself.
- b. **Action:** Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

3. Documentation of Project Information provided to Interested DBEs:

- a. **Purpose:** To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.
- b. **Action:** Provide DBEs access to plans, specifications, and other contract requirements. Early solicitation allows ample opportunity to provide project information, links to Let advertisements, and substantive engagement with DBEs.

4. → Documentation of Negotiation with Interested DBEs:

a. → Purpose: To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.

b. → Action: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts. A bidder using good business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken 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 failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

5. → Documentation of Sound Reason for Rejecting DBEs:

a. → Purpose: To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.

b. → Action: Provide sufficient evidence to demonstrate that DBE was rejected for sound reasons such as past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

6. → Documentation of Assistance to Interested DBEs--Bonding, Credit, Insurance, Equipment, Supplies/Materials:

a. → Purpose: To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.

b. → Action: Assist interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

7. → Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:

a. → Purpose: To effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.

b. → Action: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Return to:
 Wisconsin Department of Transportation
 DBE Program Office
 PO Box 7965
 Madison, WI 53707-7965
 DBE_Alert@dot.wi.gov

I certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses and as specified in Additional Special Provision 3 (ASP-3).

I certify that the information given in the Documentation of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

		(Bidder/Authorized Representative Signature)
		(Print Name)
		(Title)

Good-Faith-Effort--Sample-Documentation-Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

SOLICITATION LOG

Date	Activity	Name of DBE Solicited	Follow-up
4/1/2020	Sent May Let solicitation	Winterland Electric	Spoke with Mark Winterland on 4/15/20 to ask if he would quote

SELECTED WORK ITEMS SOLICITED LOG

Work Type	DBE Firm	Contact Person	Date	Contact Mode
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email; left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	Requested info on electrical requirements; provided plan and link to specs	4/3/2020
4/21/2020	Absolute Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

NEGOTIATIONS LOG

Date	DBE Firm	Contact Name	Work Type	Quotes Rec'd?	Considered for project?	If not selected, why?
4/12/2020	ABC Landscape	John Dean	Erosion Control	Yes	No	Cannot perform all items
4/17/2020	Wild Ferns	Sandy Lynn	Erosion Control	Yes	Yes	
4/20/2020	#1 Marking	Mark Smart	Electrical	Yes	Yes	

ASSISTANCE LOG

Date	DBE Firm	Contact Person	Assistance Provided
4/1/2020	ABC Sawing	Jackie Swiggle	Informed DBE on how to obtain bonding
4/17/2020	Supreme Construction	Winston Walters	Provided contact for wholesale supply purchase

OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization Contacted	Contact Person	Assistance Requested
4/1/2020	Women in Construction	LaTonya Klein	Contact information for woman-owned suppliers
4/28/2020	WBIC	Sam Smith	Asked for information to provide to DBE regarding financing programs through WBIC

Official Form DT1202 can be found here: www.wisconsin.gov/DBEcontracting

ADDITIONAL SPECIAL PROVISION 4

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.

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 is not allowed to withhold 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.

Additional Special Provision 6**ASP 6 - Modifications to the standard specifications**

Make the following revisions to the standard specifications:

102.1 Prequalifying Bidders

Replace paragraph two with the following effective with the October 2020 letting:

- (2) Furnish a dated prequalification statement on the department's form at least 10 business days before the time set for the letting to close.

102.6 Preparing the Proposal

Replace the entire text with the following effective with the October 2020 letting:

102.6.1 General

- (1) Submit completed proposals on the department's bidding proposal described in 102.2. Submit legible information only. Write everything in ink, by typewriter, or by computer-controlled printer. Provide all dollar amounts in dollars and cents, in numerals. Attach all addenda to the submitted proposal.
- (2) Properly execute the proposal. Place the required signatures, in ink, in the space provided on the bidding proposal as indicated below:

ENTITY SUBMITTING PROPOSALREQUIRED SIGNATURE

Individual The individual or a duly authorized agent.

Partnership A partner or a duly authorized agent.

Joint venture A member or a duly authorized agent of at least one of the joint venture firms.

Corporation An authorized officer or duly authorized agent of the corporation. Also show the name of the state chartering that corporation and affix the corporate seal.

Limited liability company A manager, a member, or a duly authorized agent.

- (3) Instead of using the schedule of items provided on the department's bidding proposal, the bidder may submit a substitute schedule with the proposal. Use a format for the substitute schedule conforming to the department's guidelines for approval of a bidder-generated schedule of items. Obtain the department's written approval before using a substitute schedule.
- (4) Provide a unit price for each bid item listed in the schedule of items. Calculate and show, in the bid amount column, the products of the respective unit prices and quantities. For a lump sum bid item, show the same price in the unit price column and in the bid amount column pertaining to that bid item. Show the total bid obtained by adding the values entered in the bid amount column for the listed bid items.
- (5) If a unit price or lump sum bid already entered in the proposal needs to be altered, cross out the entered unit price or lump sum bid with ink or typewriter and enter the new price above or below and initial it in ink.
- (6) A change that the bidder makes in the proposal is not an alteration if the bidder makes that change as directed in a specific instruction contained in an addendum.

102.6.2 Disadvantaged Business Enterprise (DBE) Commitment

- (1) Before the letting is closed, submit the following documentation for proposals with a DBE goal:
1. Commitment to subcontract to DBE on department form DT1506.
 2. Attachment A for each subcontractor listed on the DT1506.
 3. If the DBE goal is not attained, certificate of good faith efforts on department form DT1202.
- (2) Within 24 hours after the letting is closed, email all supplemental documentation for the DT1202 verifying efforts made to attain the DBE goal to DBE_Alert@dot.wi.gov.

102.7.2 Department May Reject

Replace paragraph one with the following effective with the October 2020 letting:

- (1) Proposals are irregular and the department may reject them for one or more of the following reasons:
 1. The proposal contains unauthorized alterations of format, words, or figures.
 2. The schedule of items contains errors, alterations, or omissions in, bid item numbers, quantities, descriptions, or units of measure, that cannot be corrected as specified in 102.7.1.
 3. The proposal is not prepared as specified in 102.6.
 4. There are unauthorized alterations, additions, conditional or alternate bids, amendments, attachments, or irregularities that may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
 5. There are unauthorized erasures or alterations appearing on the designation of the party to whom the department issued the bidding proposal.
 6. The award of the bid, together with the value of the bidder's uncompleted contract work, exceeds the bidder's established ratings, as determined in 102.1, at the time set for awarding the work.
 7. A single entity, under the same or different names, or affiliated entities submit more than one proposal for the same work. The submitting entity may be an individual, partnership, joint venture, corporation, or limited liability company.
 8. Does not submit the DBE forms and required supplemental documentation of the good faith efforts as specified in 102.6.2.

102.12 Public Opening of Proposals

Replace paragraph one with the following effective with the October 2020 letting:

- (1) The letting will close at the time and place indicated in the notice to contractors. The department will publicly open and post the total bid for each proposal on the Bid Express web site beginning at noon on the day after the letting is closed except as specified in 102.7.3 and 102.8. If a proposal has no total bid shown, the department will not post the bid. After verification for accuracy under 103.1, the department will post bid totals on the HCCI web site.

<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

103.1 Consideration of Proposals

Replace paragraph one with the following effective with the October 2020 letting:

- (1) Following the public opening of the proposals received, the department will compare them based on the summation of the products of the quantities of work listed and the contract unit prices offered. In case of discrepancies, errors, or omissions, the department will make corrections as specified in 102.7.1. In awarding contracts, the department, in addition to considering the amounts stated in the proposals, may consider one or more of the following:
 1. The responsibility of the various bidders as determined from a study of the data required under 102.1.
 2. The responsiveness of the bid as determined under 102.6.
 3. Information from other investigations that the department may make.

107.17.1 General

Replace paragraph four with the following effective with the November 2020 letting:

- (4) Comply with the railroad's rules and regulations regarding operations on or near the railroad right-of-way as follows:
 - When working on the railroad right-of-way.
 - When working within 25 feet of the track centerline or adjacent facilities, including equipment or extensions of equipment that can fall within 25 feet of the track centerline or adjacent facilities.

If the railroad's chief engineering officer requires, arrange with the railroad to obtain the services of qualified railroad employees to protect railroad traffic through the work area. Bear the cost of these services and pay the railroad directly. Notify the railroad's representative, specified in the project special provisions, in writing at least 40 business days before starting work near a track. Provide the specific time planned to start the operations.

109.6.3.3 Retainage

Delete paragraph two effective with the December 2020 letting:

450.2.1 Acronyms and Definitions

Add the following definitions to 450.2.1(2) effective with the November 2020 letting:

Butt Joint	A transverse joint between existing and newly paved surfaces, formed by milling or sawing a vertical notch into the existing surface and then paving against the notch.
Echelon Paving	Paving two or more adjacent lanes with adjacent pavers offset from each other by 200 feet or less.
Notched Wedge Joint	A longitudinal joint consisting of a wedge placed at the edge of the initially paved lane with an overlapping wedge placed on the subsequent lane.
Tandem Paving	Paving two or more adjacent lanes with adjacent pavers offset from each other by more than 200 feet.
Vertical Joint	A longitudinal joint between 2 paved lanes with a vertical or nearly vertical interface between the adjacent mats.

450.3.2.8 Jointing

Replace paragraph two with the following with the November 2020 letting:

- (2) Where placing against existing HMA pavement, saw or mill the existing mat to form a full-depth joint.

Replace paragraphs five and six with the following effective with the November 2020 letting:

- (5) At the prepave meeting, submit documentation to the engineer that includes the brand name and model of each extruding and compacting device proposed for notched wedge joint construction. Alternatively, submit pictures of fabricated wedging and compacting devices. Do not use devices before engineer approval.
- (6) For notched wedge joints, construct and shape the wedge for each layer using the engineer-approved extruding device and compacting device that will provide a uniform slope and will not restrict the main screed. Compact the wedge with a weighted roller wheel or vibratory plate compactor the same width as the wedge. Clean and apply tack coat to the wedge surface and both notches before placing the adjacent lane.
- (7) For butt and vertical joints, clean and apply tack coat to promote bonding and seal the joint.
- (8) If paving in echelon, the contractor may use a vertical or notched wedge joint. Joints paved in echelon need not be tack coated.

460.2.2.3 Aggregate Gradation Master Range

Replace table 460-1 with the following effective with the November 2020 letting:

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

SIEVE	PERCENT PASSING DESIGNATED SIEVES							
	NOMINAL SIZE							
	No. 1 (37.5 mm)	No. 2 (25.0 mm)	No. 3 (19.0 mm)	No. 4 (12.5 mm)	No. 5 (9.5 mm)	No. 6 (4.75 mm)	SMA No. 4 (12.5 mm)	SMA No. 5 (9.5 mm)
50.0-mm	100							
37.5-mm	90 - 100	100						
25.0-mm	90 max	90 - 100	100					
19.0-mm	—	90 max	90 - 100	100			100	
12.5-mm	—	—	90 max	90 - 100	100		90 - 97	100
9.5-mm	—	—	—	90 max	90 - 100	100	58 - 80	90 - 100
4.75-mm	—	—	—	—	90 max	90 - 100	25 - 35	35 - 45
2.36-mm	15 - 41	19 - 45	23 - 49	28 - 58	32 - 67	90 max	15 - 25	18 - 28
1.18-mm	—	—	—	—	—	30 - 55	—	—
0.60-mm	—	—	—	—	—	—	18 max	18 max
0.075-mm	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	6.0 - 13.0	8.0 - 11.0	8.0 - 12.0
% VMA	11.0 min	12.0 min	13.0 min	14.0 min ^[1]	15.0 min ^[2]	16.0 - 17.5	16.0 min	17.0 min

^[1] 14.5 for LT and MT mixes.

^[2] 15.5 for LT and MT mixes.

532.2.1 General

Replace paragraph one with the following effective with the November 2020 letting:

- (1) Furnish structural steel conforming to ASTM as follows:

<= 1/2 inch thick structural tube and pipe ASTM A500 grade C
 > 1/2 inch thick structural tube and pipe API 5L PSL 2 grade 46 or ASTM 1085
 Tapered vertical supports ASTM A595 grade A or ASTM A572 grade 55
 Multi-sided or greater than 26-inch diameter round tapered poles ASTM A572 grade 65
 Structural angles and plates ASTM A709 grade 36

532.3.8 Acceptance and Inspection

Add the following new subsection effective with the November 2020 letting:

532.3.8 Acceptance and Inspection

- (1) Demonstrate to the engineer that electrical and mechanical systems for each high mast tower installation are fully operational. The department will not accept an installation until the engineer is satisfied that it functions properly.

- (2) Inspect completed "S" or "L" designated structures before opening to public traffic conforming to the BOS structure inspection manual part 4 for sign, signal, and high mast towers available at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/strct/inspection-manual.aspx>

Ensure that a department-certified active team leader for sign/signal inspections, listed on the department's highway structures information system (HSIS) website, performs inspections. Conform to the following:

- Notify the engineer at least 5 business days before inspection.
- Ensure that the team leader performing inspections submits the signed inspection reports and provides punch list items as maintenance items in the inspection report to the engineer within one business day after completing each inspection. Submit that signed final inspection report to the engineer and HSIS at:

<https://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/strct/hsi.aspx>

- Notify the engineer and region ancillary structure project manager upon completion of the punch list items.

550.2.1 Steel Piles and Pile Shells

Replace paragraph three with the following effective with the November 2020 letting:

- (3) For steel pipe sections and steel pile shells for cast-in-place concrete piles, use ASTM A252 grade 3 steel.

614.3.2.1 Installing Posts

Replace paragraphs four and five with the following effective with the December 2020 letting:

- (4) For bid items 614.0220, 0230, and 2500; do not trim posts before installation and mark one face of each post as follows:

- Draw an embedment depth line.
- Above the embedment line, write the post length.
- Posts 3 through 8 of bid item 614.0220 do not require marking.

Install posts with the markings on the roadway side. Ensure the markings remain on the posts until guardrail final acceptance.

- (5) Ensure that posts are at least the minimum length and minimum embedment the plans show before cutting post tops to the finished elevation. After installation, the engineer may direct the contractor to remove and re-install up to 5% of the posts to verify they were placed to the required plan depth. If a post is embedded less than the required plan depth, the engineer may direct additional sampling. Re-install sampled posts at the locations and to the depths the plans show. Replace posts and other components that are damaged during sampling.
- (6) Provide offset block-mounted reflectors as the plans show.

710.2 Small Quantities

Replace paragraph one with the following effective with the November 2020 letting:

- (1) For contracts with only small quantities of material subject to testing, as defined under specific contract QMP provisions, modify the requirements of 710 as follows:
1. The contractor may submit an abbreviated quality control plan as allowed in 701.1.2.3.
 2. The engineer may accept aggregate based on documented previous testing and non-random start-up gradation testing as allowed in 710.5.6.1.

710.5.6 Aggregate Testing

Replace the entire text with the following effective with the November 2020 letting:

710.5.6.1 General

- (1) Test aggregate gradations during concrete production. The department will accept non-random start-up testing during concrete production for the following:
- Small quantities, as defined in 715.1.1.2, of class I concrete placed under 715.
 - Less than 400 cubic yards of class II ancillary concrete placed under the contract.

710.5.6.2 Gradation Testing During Concrete Production

- (1) Test aggregate gradation during concrete production batching either at a central mix batch plant or at a ready mix plant. The contractor's concrete production QC tests can be used for the same mix design on multiple contracts.
- (2) Conform to combined gradation limits submitted in the contractor's quality control plan. Determine the complete gradation using a washed analysis for both fine and coarse aggregates. Report results for the 1 1/2", 1", 3/4", 1/2", 3/8", #4, #8, #16, #30, #50, #100, and #200 sieves.
- (3) Contractor QC testing frequency is based on the cumulative plant production for each mix design across multiple WisDOT contracts.

TABLE 710-1 PLANT PRODUCTION QC GRADATION TESTING FREQUENCY

Daily Plant Production Rate for WisDOT Work	Minimum QC Frequency per Stockpile
250 cubic yards or less	one test per cumulative total of 250 cubic yards
more than 250 through 1000 cubic yards	one test per day
more than 1000 cubic yards	two tests per day

- (4) Department QV testing frequency is based on the quantity of each mix design placed under each individual WisDOT contract.

TABLE 710-2 CONTRACT PLACEMENT QV GRADATION TESTING FREQUENCY

Anticipated Daily Placement Rate Each WisDOT Contract	Minimum QV Frequency per Stockpile
less than or equal to 1000 cubic yards	one test per 5 days of placement
more than 1000 cubic yards	two tests per 5 days of placement

716.2.1 Class II Concrete

Replace paragraphs four through six with the following effective with the November 2020 letting:

- (4) Provide concrete with a 28-day compressive strength that equals or exceeds the following:
- If the contract specifies f'_c , then f'_c .
 - If the contract does not specify f'_c , then 3000 psi.

ERRATA**101.3 Definitions**

Adopt AASHTO change order definition.

Change order A written order to the contractor detailing changes to the specified work quantities or modifications within the scope of the original contract..

Delete existing contract change order, contract modification, and contract revision definitions.

460.2.7(1) HMA Mixture Design

Correct table 460-2 errata by eliminating plasticity index requirements for LT, MT, and HT mixes.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	LT	MT	HT	SMA
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	35
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103 as modified in CMM 860.2.7) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM D5821 as modified in CMM 860.7.2) (one face/2 face, % by count)	65/___	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40 ^[1]	43 ^[1]	45	45
Sand Equivalency (AASHTO T176, min)	40	40 ^[2]	45	50
Clay Lumps and Friable Particle in Aggregate (AASHTO T112)	<= 1%	<= 1%	<= 1%	<= 1%
Plasticity Index of Material Added to Mix Design as Mineral Filler (AASHTO T89/90)				<= 4
Gyratory Compaction				
Gyrations for Nini	6	7	8	7
Gyrations for Ndes	40	75	100	65
Gyrations for Nmax	60	115	160	100
Air Voids, %Va (%Gmm Ndes)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.5 (95.5)
% Gmm Nini	<= 91.5 ^[3]	<= 89.0 ^[3]	<= 89.0	___
% Gmm Nmax	<= 98.0	<= 98.0	<= 98.0	<= 98.0
Dust to Binder Ratio ^[4] (% passing 0.075/Pbe)	0.6 - 1.2 ^[5]	0.6 - 1.2 ^[5]	0.6 - 1.2 ^[5]	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 ^{[6] [8]}	65 - 75 ^{[6] [7] [9]}	65 - 75 ^{[6] [7] [9]}	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283) ^{[10] [11]}				
no antistripping additive	0.75 min	0.75 min	0.75 min	0.80 min
with antistripping additive	0.80 min	0.80 min	0.80 min	0.80 min
Draindown (AASHTO T305) (%)	___	___	___	<= 0.30
Minimum Effective Asphalt Content, Pbe (%)	___	___	___	5.5

^[1] For No 6 (4.75 mm) nominal maximum size mixes, the specified fine aggregate angularity is 43 for LT and 45 MT mixes.

^[2] For No 6 (4.75 mm) nominal maximum size mixes, the specified sand equivalency is 43 for MT mixes.

^[3] The percent maximum density at initial compaction is only a guideline.

^[4] For a gradation that passes below the boundaries of the caution zone (ref. AASHTO M323), the dust to binder ratio limits are 0.6 - 1.6.

^[5] For No 6 (4.75 mm) nominal maximum size mixes, the specified dust to binder ratio limits are 1.0 - 2.0 for LT mixes and 1.5 - 2.0 for MT and HT mixes.

^[6] For No. 6 (4.75mm) nominal maximum size mixes, the specified VFB is 67 - 79 percent for LT mixes and 66 - 77 percent for MT and HT mixes.

^[7] For No. 5 (9.5mm) and No. 4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76 percent.

^[8] For No. 2 (25.0mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

^[9] For No. 1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

^[10] WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.

^[11] Run TSR at asphalt content corresponding to 3.0% air void regressed design, or 4.5% air void design for SMA, using distilled water for testing.

513.2.1(2) General

Correct errata by changing the CMM reference from 875.2 to 875.4.

- (2) Conform to the department's certification method of acceptance, as defined in CMM 875.4, for railing and railing components. Furnish a certificate of compliance for miscellaneous hardware.
-

531.1(1) Description

Correct errata by adding structural steel sign supports constructed under 635.

- (1) This section describes constructing drilled shaft foundations for the following:
- Overhead sign structures constructed under 532.
 - High mast light towers constructed under 532.
 - Structural steel sign supports constructed under 635.
 - Camera poles constructed under 677.
-

635.3.1(1) Structural Steel Sign Supports

Correct errata by adding "type NS" concrete footings.

- (1) Locate and erect the supports as specified for placement and orientation in 637.3.3.2. Construct Type NS concrete footings conforming to 531.
-

654.5(2) Payment

Correct errata by changing excavating to drilling.

- (2) Payment for the Bases bid items is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor templates, rods, nuts, and washers; for bar steel reinforcement; and for drilling and backfilling.
-

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 November 2020 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 DT4567, 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 DT4567 is available at:

<https://wisconsindot.gov/Documents/formdocs/dt4567.docx>

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: WI20200010 10/02/2020

Superseded General Decision Number: WI20190010

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 \$10.80 for calendar year 2020 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 \$10.80 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 2020. 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	01/03/2020
1	01/24/2020
2	02/28/2020
3	03/06/2020
4	06/05/2020
5	06/12/2020
6	06/19/2020
7	07/17/2020
8	08/28/2020

9	09/11/2020
10	09/18/2020
11	10/02/2020

BRWI0001-002 06/03/2019

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, AND
VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.80	24.28

BRWI0002-002 06/01/2019

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.94	23.30

BRWI0002-005 06/01/2019

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...	\$ 35.51	23.37

BRWI0003-002 06/03/2019

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.18	23.90

BRWI0004-002 06/01/2019

KENOSHA, RACINE, AND WALWORTH COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 38.43	25.10
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BRWI0006-002 06/01/2019

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
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BRICKLAYER.....	\$ 35.06	23.02
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BRWI0007-002 06/03/2019

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
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BRICKLAYER.....	\$ 35.57	24.22
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BRWI0008-002 06/01/2019

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
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BRICKLAYER.....	\$ 38.93	24.22
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BRWI0011-002 06/03/2019

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
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BRICKLAYER.....	\$ 34.18	23.90
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BRWI0019-002 06/03/2019

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
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BRICKLAYER.....	\$ 33.40	24.68
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BRWI0034-002 06/03/2019

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 35.56	24.23

 CARP0087-001 05/01/2016

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 36.85	18.39

 CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00

 CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

ELEC0014-002 06/14/2020

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:.....	\$ 35.98	20.98

ELEC0014-007 07/05/2020

REMAINING COUNTIES

Rates	Fringes
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Teledata System Installer

Installer/Technician.....\$ 27.75	15.14
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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 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....\$ 41.62		30%+12.70

* ELEC0158-002 06/01/2020

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
ELECTRICIAN.....\$ 34.77		29.75%+10.26

ELEC0159-003 08/02/2020

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
ELECTRICIAN.....\$ 41.86		22.67

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,

Florence and Homestead) AND MARINETTE COUNTY (Township of
Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

* ELEC0242-005 05/31/2020

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 39.77	28.11

ELEC0388-002 06/01/2020

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:.....	\$ 34.85	26%+11.20

ELEC0430-002 06/01/2020

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 41.86	22.66

ELEC0494-005 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.84	25.54

ELEC0494-006 06/01/2020

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

	Rates	Fringes
Electricians:.....	\$ 36.32	22.51

ELEC0494-013 06/07/2020

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.....	\$ 21.46	18.52
Technician.....	\$ 31.34	20.00

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 06/01/2019

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:.....	\$ 33.15	28.50%+10.00

ELEC0890-003 06/01/2020

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

	Rates	Fringes
Electricians:.....	\$ 37.41	25.95%+11.11

ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

ENGI0139-005 06/01/2020

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 41.62	23.80
Group 2.....	\$ 41.12	23.80
Group 3.....	\$ 40.62	23.80
Group 4.....	\$ 40.36	23.80
Group 5.....	\$ 40.07	23.80
Group 6.....	\$ 34.17	23.80

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 06/01/2020

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

	Rates	Fringes
IRONWORKER.....	\$ 37.31	27.62

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2020

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

	Rates	Fringes
IRONWORKER.....	\$ 39.11	27.87

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2020

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.....	\$ 37.10	27.06

IRON0498-005 06/01/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 40.25	40.53

IRON0512-008 06/03/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 37.60	29.40

IRON0512-021 06/03/2019

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

	Rates	Fringes
IRONWORKER.....	\$ 33.19	29.40

LAB00113-002 06/01/2020

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.05	22.26
Group 2.....	\$ 30.20	22.26
Group 3.....	\$ 30.40	22.26
Group 4.....	\$ 30.55	22.26
Group 5.....	\$ 30.70	22.26
Group 6.....	\$ 26.54	22.26

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 06/01/2020

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.30	22.26
Group 2.....	\$ 29.40	22.26
Group 3.....	\$ 29.45	22.26
Group 4.....	\$ 29.65	22.26
Group 5.....	\$ 29.50	22.26
Group 6.....	\$ 26.39	22.26

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 06/01/2020

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 29.11	22.26
Group 2.....	\$ 29.26	22.26
Group 3.....	\$ 29.46	22.26
Group 4.....	\$ 29.43	22.26
Group 5.....	\$ 29.76	22.26
Group 6.....	\$ 26.25	22.26

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 06/01/2020

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.....	\$ 33.72	17.95
Group 2.....	\$ 33.82	17.95
Group 3.....	\$ 33.87	17.95
Group 4.....	\$ 34.07	17.95
Group 5.....	\$ 33.92	17.95
Group 6.....	\$ 30.35	17.95

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 06/01/2020

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 34.00	17.95
Group 2.....	\$ 34.10	17.95
Group 3.....	\$ 34.15	17.95
Group 4.....	\$ 34.35	17.95
Group 5.....	\$ 34.20	17.95
Group 6.....	\$ 30.35	17.95

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 06/01/2019

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 36.08	20.36
Spray & Sandblast.....	\$ 37.08	20.36

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 06/01/2019

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 33.30	23.86
Brush.....	\$ 32.95	23.86
Spray & Sandblast.....	\$ 33.70	23.86

PAIN0802-002 06/01/2019

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 30.93	18.44

PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

PAIN0802-003 06/01/2019

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.....	\$ 30.93	18.58

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 06/02/2019

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 25.76	13.33

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 06/01/2020

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 31.07	22.94
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 31.22	22.94

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on

- a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

August 2018

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



Proposal Schedule of Items

Page 1 of 19

Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0120 Clearing	263.000 ID	_____.	_____.
0004	201.0220 Grubbing	263.000 ID	_____.	_____.
0006	203.0200 Removing Old Structure (station) 01. 103+50 'WI'	LS	LUMP SUM	_____.
0008	203.0200 Removing Old Structure (station) 01. 16+50 'C'	LS	LUMP SUM	_____.
0010	204.0100 Removing Concrete Pavement	32,300.000 SY	_____.	_____.
0012	204.0115 Removing Asphaltic Surface Butt Joints	365.000 SY	_____.	_____.
0014	204.0130 Removing Curb	190.000 LF	_____.	_____.
0016	204.0150 Removing Curb & Gutter	2,330.000 LF	_____.	_____.
0018	204.0155 Removing Concrete Sidewalk	5,070.000 SY	_____.	_____.
0020	204.0185 Removing Masonry	3.000 CY	_____.	_____.
0022	204.0195 Removing Concrete Bases	51.000 EACH	_____.	_____.
0024	204.0210 Removing Manholes	15.000 EACH	_____.	_____.
0026	204.0215 Removing Catch Basins	29.000 EACH	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 01. (10-Inch)	329.000 LF	_____.	_____.
0030	204.0245 Removing Storm Sewer (size) 02. (12-Inch)	3,096.000 LF	_____.	_____.



Proposal Schedule of Items

Page 2 of 19

Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 03. (15-Inch)	420.000 LF	_____.	_____.
0034	204.0245 Removing Storm Sewer (size) 04. (18-Inch)	1,396.000 LF	_____.	_____.
0036	204.0245 Removing Storm Sewer (size) 05. (24-Inch)	360.000 LF	_____.	_____.
0038	204.0245 Removing Storm Sewer (size) 06. (36-Inch)	140.000 LF	_____.	_____.
0040	204.0291.S Abandoning Sewer	107.000 CY	_____.	_____.
0042	204.9060.S Removing (item description) 01. Tree Grates	3.000 EACH	_____.	_____.
0044	204.9060.S Removing (item description) 02. Removing Handholes	6.000 EACH	_____.	_____.
0046	204.9090.S Removing (item description) 01. Removing Electrical Conductors from Existing Conduit	7,205.000 LF	_____.	_____.
0048	204.9105.S Removing (item description) 01. Removing Concrete Steps, Supports, and Railings	LS	LUMP SUM	_____.
0050	205.0100 Excavation Common	44,430.000 CY	_____.	_____.
0052	206.2000 Excavation for Structures Culverts (structure) 01. C-11-2052	LS	LUMP SUM	_____.
0054	206.4000 Excavation for Structures Structural Plate Pipe or Pipe Arches (station) 01. 103+50 'WI'	LS	LUMP SUM	_____.
0056	206.5000 Cofferdams (structure) 01. C-11-2052	LS	LUMP SUM	_____.



Proposal Schedule of Items

Page 3 of 19

Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0058	208.1100 Select Borrow	1,530.000 CY	_____.	_____.
0060	209.2100 Backfill Granular Grade 2	15.000 CY	_____.	_____.
0062	210.2500 Backfill Structure Type B	3,464.000 TON	_____.	_____.
0064	211.0100 Prepare Foundation for Asphaltic Paving (project) 01. 6918-01-72	LS	LUMP SUM	_____.
0066	213.0100 Finishing Roadway (project) 01. 6918- 01-72	1.000 EACH	_____.	_____.
0068	305.0110 Base Aggregate Dense 3/4-Inch	2,170.000 TON	_____.	_____.
0070	305.0120 Base Aggregate Dense 1 1/4-Inch	36,200.000 TON	_____.	_____.
0072	310.0110 Base Aggregate Open-Graded	115.000 TON	_____.	_____.
0074	311.0110 Breaker Run	61.000 TON	_____.	_____.
0076	312.0110 Select Crushed Material	28,260.000 TON	_____.	_____.
0078	371.2000.S QMP Base Aggregate Dense 1 1/4-Inch Compaction	24.000 EACH	_____.	_____.
0080	416.0160 Concrete Driveway 6-Inch	1,485.000 SY	_____.	_____.
0082	416.0260 Concrete Driveway HES 6-Inch	150.000 SY	_____.	_____.
0084	450.4000 HMA Cold Weather Paving	1,250.000 TON	_____.	_____.
0086	455.0605 Tack Coat	2,560.000 GAL	_____.	_____.
0088	460.2000 Incentive Density HMA Pavement	1.000 DOL	7,550.00000	7,550.00



Proposal Schedule of Items

Page 4 of 19

Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	460.6224 HMA Pavement 4 MT 58-28 S	8,200.000 TON	_____.	_____.
0092	460.6424 HMA Pavement 4 MT 58-28 H	3,590.000 TON	_____.	_____.
0094	465.0105 Asphaltic Surface	40.000 TON	_____.	_____.
0096	465.0120 Asphaltic Surface Driveways and Field Entrances	300.000 TON	_____.	_____.
0098	504.0100 Concrete Masonry Culverts	74.000 CY	_____.	_____.
0100	505.0400 Bar Steel Reinforcement HS Structures	1,100.000 LB	_____.	_____.
0102	505.0600 Bar Steel Reinforcement HS Coated Structures	2,600.000 LB	_____.	_____.
0104	511.1200 Temporary Shoring (structure) 01. C-11-2052	520.000 SF	_____.	_____.
0106	511.1300 Temporary Shoring (location) 01. Levee Connection 2	700.000 SF	_____.	_____.
0108	511.1300 Temporary Shoring (location) 02. Levee Connection 1	800.000 SF	_____.	_____.
0110	513.2001 Railing Pipe 01. Steps	24.000 LF	_____.	_____.
0112	513.2001 Railing Pipe 02. Levee Retaining Walls	300.000 LF	_____.	_____.
0114	513.8006 Railing Steel Pedestrian Type C1	88.000 LF	_____.	_____.
0116	516.0500 Rubberized Membrane Waterproofing	15.000 SY	_____.	_____.
0118	517.1010.S Concrete Staining (structure) 01. C-11-2052	309.000 SF	_____.	_____.



Proposal Schedule of Items

Page 5 of 19

Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	517.1015.S Concrete Staining Multi-Color (structure) 01. C-11-2052	416.000 SF	_____.	_____.
0122	517.1050.S Architectural Surface Treatment (structure) 01. C-11-2052	416.000 SF	_____.	_____.
0124	520.8000 Concrete Collars for Pipe	9.000 EACH	_____.	_____.
0126	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1.000 EACH	_____.	_____.
0128	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	1.000 EACH	_____.	_____.
0130	522.2619 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	1.000 EACH	_____.	_____.
0132	527.0345 Pipe Arch Structural Plate 14-FT Span	249.000 LF	_____.	_____.
0134	531.2048 Drilling Shaft 48-Inch	23.000 LF	_____.	_____.
0136	531.5330 Foundation Single-Shaft Type TC-III (structure) 01. S-11-31	1.000 EACH	_____.	_____.
0138	532.5330 Truss Cantilever 2-Chord Type III (structure) 01. S-11-31	1.000 EACH	_____.	_____.
0140	601.0407 Concrete Curb & Gutter 18-Inch Type D	475.000 LF	_____.	_____.
0142	601.0411 Concrete Curb & Gutter 30-Inch Type D	12,900.000 LF	_____.	_____.
0144	601.0415 Concrete Curb & Gutter 6-Inch Sloped 30-Inch Type J	30.000 LF	_____.	_____.
0146	601.0600 Concrete Curb Pedestrian	115.000 LF	_____.	_____.



Proposal Schedule of Items

Page 6 of 19

Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0148	602.0410 Concrete Sidewalk 5-Inch	71,410.000 SF	_____.	_____.
0150	602.0505 Curb Ramp Detectable Warning Field Yellow	900.000 SF	_____.	_____.
0152	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	118.000 SF	_____.	_____.
0154	602.1500 Concrete Steps	205.000 SF	_____.	_____.
0156	602.2400 Concrete Safety Islands	785.000 SF	_____.	_____.
0158	606.0200 Riprap Medium	3.000 CY	_____.	_____.
0160	606.0300 Riprap Heavy	84.000 CY	_____.	_____.
0162	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	635.000 LF	_____.	_____.
0164	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	145.000 LF	_____.	_____.
0166	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	39.000 LF	_____.	_____.
0168	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	618.000 LF	_____.	_____.
0170	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	57.000 LF	_____.	_____.
0172	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,569.000 LF	_____.	_____.
0174	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	171.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0176	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	24.000 LF	_____.	_____.
0178	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	1,319.000 LF	_____.	_____.
0180	608.2414 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 14x23-Inch	524.000 LF	_____.	_____.
0182	608.2419 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch	2,839.000 LF	_____.	_____.
0184	608.3012 Storm Sewer Pipe Class III-A 12-Inch	8.000 LF	_____.	_____.
0186	611.0530 Manhole Covers Type J	37.000 EACH	_____.	_____.
0188	611.0624 Inlet Covers Type H	59.000 EACH	_____.	_____.
0190	611.0639 Inlet Covers Type H-S	34.000 EACH	_____.	_____.
0192	611.0645 Inlet Covers Type MS-A	2.000 EACH	_____.	_____.
0194	611.0666 Inlet Covers Type Z	2.000 EACH	_____.	_____.
0196	611.1004 Catch Basins 4-FT Diameter	10.000 EACH	_____.	_____.
0198	611.1006 Catch Basins 6-FT Diameter	2.000 EACH	_____.	_____.
0200	611.1230 Catch Basins 2x3-FT	77.000 EACH	_____.	_____.
0202	611.2004 Manholes 4-FT Diameter	6.000 EACH	_____.	_____.
0204	611.2005 Manholes 5-FT Diameter	27.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0206	611.2006 Manholes 6-FT Diameter	2.000 EACH	_____.	_____.
0208	611.2008 Manholes 8-FT Diameter	1.000 EACH	_____.	_____.
0210	611.2044 Manholes 4x4-FT	2.000 EACH	_____.	_____.
0212	611.2066 Manholes 6x6-FT	2.000 EACH	_____.	_____.
0214	611.3230 Inlets 2x3-FT	3.000 EACH	_____.	_____.
0216	611.3901 Inlets Median 1 Grate	2.000 EACH	_____.	_____.
0218	612.0206 Pipe Underdrain Unperforated 6-Inch	45.000 LF	_____.	_____.
0220	612.0406 Pipe Underdrain Wrapped 6-Inch	2,400.000 LF	_____.	_____.
0222	612.0902.S Insulation Board Polystyrene (inch) 01.2-Inch	19.500 SY	_____.	_____.
0224	616.0700.S Fence Safety	49.000 LF	_____.	_____.
0226	619.1000 Mobilization	1.000 EACH	_____.	_____.
0228	620.0200 Concrete Median Blunt Nose	55.000 SF	_____.	_____.
0230	620.0300 Concrete Median Sloped Nose	420.000 SF	_____.	_____.
0232	623.0200 Dust Control Surface Treatment	11,400.000 SY	_____.	_____.
0234	624.0100 Water	1,300.000 MGAL	_____.	_____.
0236	625.0100 Topsoil	10,200.000 SY	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0238	628.1504 Silt Fence	1,260.000 LF	_____.	_____.
0240	628.1520 Silt Fence Maintenance	3,780.000 LF	_____.	_____.
0242	628.1905 Mobilizations Erosion Control	6.000 EACH	_____.	_____.
0244	628.1910 Mobilizations Emergency Erosion Control	8.000 EACH	_____.	_____.
0246	628.2008 Erosion Mat Urban Class I Type B	10,700.000 SY	_____.	_____.
0248	628.7005 Inlet Protection Type A	96.000 EACH	_____.	_____.
0250	628.7010 Inlet Protection Type B	2.000 EACH	_____.	_____.
0252	628.7015 Inlet Protection Type C	88.000 EACH	_____.	_____.
0254	628.7020 Inlet Protection Type D	10.000 EACH	_____.	_____.
0256	628.7560 Tracking Pads	6.000 EACH	_____.	_____.
0258	629.0210 Fertilizer Type B	60.000 CWT	_____.	_____.
0260	630.0140 Seeding Mixture No. 40	210.000 LB	_____.	_____.
0262	630.0200 Seeding Temporary	275.000 LB	_____.	_____.
0264	630.0500 Seed Water	235.000 MGAL	_____.	_____.
0266	633.5200 Markers Culvert End	3.000 EACH	_____.	_____.
0268	634.0614 Posts Wood 4x6-Inch X 14-FT	1.000 EACH	_____.	_____.
0270	634.0616 Posts Wood 4x6-Inch X 16-FT	5.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0272	634.0618 Posts Wood 4x6-Inch X 18-FT	1.000 EACH	_____.	_____.
0274	634.0620 Posts Wood 4x6-Inch X 20-FT	2.000 EACH	_____.	_____.
0276	634.0808 Posts Tubular Steel 2x2-Inch X 8-FT	2.000 EACH	_____.	_____.
0278	634.0809 Posts Tubular Steel 2x2-Inch X 9.5-FT	8.000 EACH	_____.	_____.
0280	634.0810 Posts Tubular Steel 2x2-Inch X 10-FT	12.000 EACH	_____.	_____.
0282	634.0811 Posts Tubular Steel 2x2-Inch X 11-FT	27.000 EACH	_____.	_____.
0284	634.0812 Posts Tubular Steel 2x2-Inch X 12-FT	16.000 EACH	_____.	_____.
0286	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	4.000 EACH	_____.	_____.
0288	637.2210 Signs Type II Reflective H	234.940 SF	_____.	_____.
0290	637.2230 Signs Type II Reflective F	90.500 SF	_____.	_____.
0292	638.2102 Moving Signs Type II	124.000 EACH	_____.	_____.
0294	638.2602 Removing Signs Type II	31.000 EACH	_____.	_____.
0296	638.3000 Removing Small Sign Supports	39.000 EACH	_____.	_____.
0298	638.3150 Removing Overhead Sign Supports Cantilever (structure) 01. S-11-22	3.000 EACH	_____.	_____.
0300	638.4000 Moving Small Sign Supports	4.000 EACH	_____.	_____.
0302	642.5201 Field Office Type C	1.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0304	643.0300 Traffic Control Drums	3,130.000 DAY	_____.	_____.
0306	643.0410 Traffic Control Barricades Type II	4,855.000 DAY	_____.	_____.
0308	643.0420 Traffic Control Barricades Type III	15,260.000 DAY	_____.	_____.
0310	643.0705 Traffic Control Warning Lights Type A	10,645.000 DAY	_____.	_____.
0312	643.0715 Traffic Control Warning Lights Type C	350.000 DAY	_____.	_____.
0314	643.0900 Traffic Control Signs	101,675.000 DAY	_____.	_____.
0316	643.0920 Traffic Control Covering Signs Type II	5.000 EACH	_____.	_____.
0318	643.1050 Traffic Control Signs PCMS	14.000 DAY	_____.	_____.
0320	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0322	644.1410 Temporary Pedestrian Surface Asphalt	3,500.000 SF	_____.	_____.
0324	644.1420 Temporary Pedestrian Surface Plywood	1,800.000 SF	_____.	_____.
0326	644.1430 Temporary Pedestrian Surface Plate	1,800.000 SF	_____.	_____.
0328	644.1601 Temporary Pedestrian Curb Ramp	1,700.000 DAY	_____.	_____.
0330	644.1810 Temporary Pedestrian Barricade	7,000.000 LF	_____.	_____.
0332	645.0105 Geotextile Type C	487.000 SY	_____.	_____.
0334	645.0111 Geotextile Type DF Schedule A	825.000 SY	_____.	_____.
0336	645.0120 Geotextile Type HR	204.000 SY	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0338	645.0140 Geotextile Type SAS	15,200.000 SY	_____.	_____.
0340	646.1020 Marking Line Epoxy 4-Inch	13,545.000 LF	_____.	_____.
0342	646.3020 Marking Line Epoxy 8-Inch	750.000 LF	_____.	_____.
0344	646.5020 Marking Arrow Epoxy	12.000 EACH	_____.	_____.
0346	646.5120 Marking Word Epoxy	4.000 EACH	_____.	_____.
0348	646.5220 Marking Symbol Epoxy	1.000 EACH	_____.	_____.
0350	646.6120 Marking Stop Line Epoxy 18-Inch	385.000 LF	_____.	_____.
0352	646.6464 Cold Weather Marking Epoxy 4-Inch	3,040.000 LF	_____.	_____.
0354	646.6468 Cold Weather Marking Epoxy 8-Inch	150.000 LF	_____.	_____.
0356	646.7120 Marking Diagonal Epoxy 12-Inch	125.000 LF	_____.	_____.
0358	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	2,330.000 LF	_____.	_____.
0360	646.8120 Marking Curb Epoxy	9,775.000 LF	_____.	_____.
0362	646.8220 Marking Island Nose Epoxy	8.000 EACH	_____.	_____.
0364	646.8320 Marking Parking Stall Epoxy	555.000 LF	_____.	_____.
0366	646.9000 Marking Removal Line 4-Inch	935.000 LF	_____.	_____.
0368	646.9100 Marking Removal Line 8-Inch	250.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0370	646.9200 Marking Removal Line Wide	60.000 LF	_____.	_____.
0372	649.0105 Temporary Marking Line Paint 4-Inch	940.000 LF	_____.	_____.
0374	650.4000 Construction Staking Storm Sewer	143.000 EACH	_____.	_____.
0376	650.4500 Construction Staking Subgrade	6,320.000 LF	_____.	_____.
0378	650.5000 Construction Staking Base	6,320.000 LF	_____.	_____.
0380	650.5500 Construction Staking Curb Gutter and Curb & Gutter	13,705.000 LF	_____.	_____.
0382	650.8500 Construction Staking Electrical Installations (project) 01. 6918-01-72	LS	LUMP SUM	_____.
0384	650.9000 Construction Staking Curb Ramps	82.000 EACH	_____.	_____.
0386	650.9910 Construction Staking Supplemental Control (project) 01. 6918-01-72	LS	LUMP SUM	_____.
0388	650.9920 Construction Staking Slope Stakes	6,650.000 LF	_____.	_____.
0390	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	8,560.000 LF	_____.	_____.
0392	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	2,945.000 LF	_____.	_____.
0394	653.0164 Pull Boxes Non-Conductive 24x42-Inch	40.000 EACH	_____.	_____.
0396	653.0905 Removing Pull Boxes	15.000 EACH	_____.	_____.
0398	654.0101 Concrete Bases Type 1	8.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0400	654.0102 Concrete Bases Type 2	5.000 EACH	_____.	_____.
0402	654.0105 Concrete Bases Type 5	77.000 EACH	_____.	_____.
0404	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH	_____.	_____.
0406	654.0230 Concrete Control Cabinet Bases Type L30	1.000 EACH	_____.	_____.
0408	655.0230 Cable Traffic Signal 5-14 AWG	1,518.000 LF	_____.	_____.
0410	655.0250 Cable Traffic Signal 9-14 AWG	1,627.000 LF	_____.	_____.
0412	655.0305 Cable Type UF 2-12 AWG Grounded	746.000 LF	_____.	_____.
0414	655.0515 Electrical Wire Traffic Signals 10 AWG	1,723.000 LF	_____.	_____.
0416	655.0610 Electrical Wire Lighting 12 AWG	12,187.000 LF	_____.	_____.
0418	655.0625 Electrical Wire Lighting 6 AWG	54,166.000 LF	_____.	_____.
0420	655.0700 Loop Detector Lead In Cable	42.000 LF	_____.	_____.
0422	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. WI ST & Dewitt ST	LS	LUMP SUM	_____.
0424	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. (CB100)	LS	LUMP SUM	_____.
0426	657.0100 Pedestal Bases	8.000 EACH	_____.	_____.
0428	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	5.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0430	657.0305 Poles Type 2	1.000 EACH	_____.	_____.
0432	657.0310 Poles Type 3	1.000 EACH	_____.	_____.
0434	657.0315 Poles Type 4	3.000 EACH	_____.	_____.
0436	657.0420 Traffic Signal Standards Aluminum 13-FT	5.000 EACH	_____.	_____.
0438	657.0425 Traffic Signal Standards Aluminum 15-FT	2.000 EACH	_____.	_____.
0440	657.0430 Traffic Signal Standards Aluminum 10-FT	1.000 EACH	_____.	_____.
0442	657.0585 Trombone Arms 15-FT	2.000 EACH	_____.	_____.
0444	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	1.000 EACH	_____.	_____.
0446	657.0610 Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT	3.000 EACH	_____.	_____.
0448	658.0173 Traffic Signal Face 3S 12-Inch	9.000 EACH	_____.	_____.
0450	658.0174 Traffic Signal Face 4S 12-Inch	3.000 EACH	_____.	_____.
0452	658.0416 Pedestrian Signal Face 16-Inch	6.000 EACH	_____.	_____.
0454	658.0500 Pedestrian Push Buttons	7.000 EACH	_____.	_____.
0456	658.5069 Signal Mounting Hardware (location) 01. Wisconsin Street & Dewitt Street	LS	LUMP SUM	_____.
0458	659.1120 Luminaires Utility LED B	4.000 EACH	_____.	_____.
0460	659.2130 Lighting Control Cabinets 120/240 30-Inch	1.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0462	690.0150 Sawing Asphalt	3,770.000 LF	_____.	_____.
0464	690.0250 Sawing Concrete	4,130.000 LF	_____.	_____.
0466	740.0440 Incentive IRI Ride	1.000 DOL	4,596.05000	4,596.05
0468	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,500.000 HRS	5.00000	12,500.00
0470	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	3,200.000 HRS	5.00000	16,000.00
0472	SPV.0060 Special 01. Tree Grates	15.000 EACH	_____.	_____.
0474	SPV.0060 Special 02. Abandon Existing Vault	1.000 EACH	_____.	_____.
0476	SPV.0060 Special 03. Adjusting Sanitary Manhole Cover	10.000 EACH	_____.	_____.
0478	SPV.0060 Special 04. Adjusting Water Valve Boxes	37.000 EACH	_____.	_____.
0480	SPV.0060 Special 05. Connection to Existing Manhole	1.000 EACH	_____.	_____.
0482	SPV.0060 Special 06. Inlet Covers Type H-D	5.000 EACH	_____.	_____.
0484	SPV.0060 Special 07. Storm Chamber 8 by 8-FT, MH 2.50	1.000 EACH	_____.	_____.
0486	SPV.0060 Special 08. Storm Chamber 8 by 8-FT, MH 4.10	1.000 EACH	_____.	_____.
0488	SPV.0060 Special 10. Remove Existing Electrical Service	5.000 EACH	_____.	_____.
0490	SPV.0060 Special 11. Remove Street Light Assembly	43.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0492	SPV.0060 Special 12. Reinstall Salvaged Decorative Street Light Assembly	12.000 EACH	_____.	_____.
0494	SPV.0060 Special 13. Retrofit Luminaire Type A	4.000 EACH	_____.	_____.
0496	SPV.0060 Special 14. Retrofit Luminaire Type B	13.000 EACH	_____.	_____.
0498	SPV.0060 Special 15. Decorative Street Light Type A1	50.000 EACH	_____.	_____.
0500	SPV.0060 Special 16. Decorative Street Light Type A2	1.000 EACH	_____.	_____.
0502	SPV.0060 Special 17. Decorative Street Light Type B	8.000 EACH	_____.	_____.
0504	SPV.0060 Special 18. Decorative Street Light Type C	6.000 EACH	_____.	_____.
0506	SPV.0060 Special 20. Utility Line Opening (ULO)	2.000 EACH	_____.	_____.
0508	SPV.0060 Special 21. Roof Drain Tap	5.000 EACH	_____.	_____.
0510	SPV.0060 Special 22. Tree Root Cutting and Removal	1.000 EACH	_____.	_____.
0512	SPV.0060 Special 23. Wisconsin River Levee Emergency Action Plan	1.000 EACH	_____.	_____.
0514	SPV.0060 Special 24. Wisconsin River Levee Emergency Response	1.000 EACH	_____.	_____.
0516	SPV.0090 Special 01. Reveal Curb	25.000 LF	_____.	_____.
0518	SPV.0090 Special 02. Remove, Paint, and Reinstall Historic Railing	180.000 LF	_____.	_____.



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Proposal ID: 20201208014 Project(s): 6918-01-72

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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0520	SPV.0090 Special 03. Storm Sewer Pipe Class III-A 10-Inch	62.000 LF	_____.	_____.
0522	SPV.0105 Special 01. Cap Blocks Salvage and Reinstall	LS	LUMP SUM	_____.
0524	SPV.0105 Special 02. Temporary Bypass Pumping	LS	LUMP SUM	_____.
0526	SPV.0105 Special 03. Remove Traffic Signals (Wisconsin Street & Dewitt Street)	LS	LUMP SUM	_____.
0528	SPV.0105 Special 04. Electrical System Integrator	LS	LUMP SUM	_____.
0530	SPV.0105 Special 05. Salvage and Reinstall Communication Equipment (WI ST & Dewitt ST)	LS	LUMP SUM	_____.
0532	SPV.0105 Special 06. Furnish and Install Video Vehicle Detection System (WI ST & Dewitt ST)	LS	LUMP SUM	_____.
0534	SPV.0105 Special 07. Furnish & Install Traffic Signal Cabinet & Controller (WI ST & Dewitt ST)	LS	LUMP SUM	_____.
0536	SPV.0105 Special 08. Traffic Signal Modifications for Intersections (Dewitt St & STH 33/Cook St)	LS	LUMP SUM	_____.
0538	SPV.0105 Special 09. Locate and Replace Existing Property Monuments	LS	LUMP SUM	_____.
0540	SPV.0105 Special 10. Electrical Service Meter Breaker Pedestal Special (Wisconsin & Huron)	LS	LUMP SUM	_____.
0542	SPV.0105 Special 11. Electrical Service Meter Breaker Pedestal Special (Dewitt & Conant)	LS	LUMP SUM	_____.



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Proposal ID: 20201208014 Project(s): 6918-01-72

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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0544	SPV.0165 Special 01. Wall Modular Block Mechanically Stabilized Earth (Levee Connection #1)	825.000 SF	_____.	_____.
0546	SPV.0165 Special 02. Wall Modular Block Mechanically Stabilized Earth (Levee Connection #2)	675.000 SF	_____.	_____.
0548	SPV.0165 Special 03. Concrete Sidewalk Thickened Edge	600.000 SF	_____.	_____.
0550	SPV.0165 Special 04. Sidewalk Vault Closure	100.000 SF	_____.	_____.
0552	SPV.0195 Special 01. Excavation, Hauling, and Disposal of Contaminated Soil (Bioremediation)	2,450.000 TON	_____.	_____.
0554	SPV.0195 Special 02. Excavating, Hauling, and Disposal of Contaminated Soil (Direct Landfill)	2,800.000 TON	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

November 25, 2020

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 #14: 6918-01-72, WISC 2021 030
C Portage, Wisconsin & Dewitt Sts
Ontario Street To E Pleasant Street
USH 051
Columbia County

Letting of December 8, 2020

This is Addendum No. 01, which provides for the following:

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
608.3012	Storm Sewer Pipe Class III-A 12-Inch	LF	8	635	643

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
608.3015	Storm Sewer Pipe Class III-A 15-Inch	LF	0	145	145
608.3018	Storm Sewer Pipe Class III-A 18-Inch	LF	0	39	39
608.3024	Storm Sewer Pipe Class III-A 24-Inch	LF	0	618	618
608.3030	Storm Sewer Pipe Class III-A 30-Inch	LF	0	57	57
520.1030	Apron Endwalls for Culvert Pipe 30-Inch	EA	0	1	1

Deleted Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
608.0315	Storm Sewer Pipe Class III 12-Inch	LF	635	-635	0
608.0315	Storm Sewer Pipe Class III 15-Inch	LF	145	-145	0
608.0318	Storm Sewer Pipe Class III 18-Inch	LF	39	-39	0
608.0324	Storm Sewer Pipe Class III 24-Inch	LF	618	-618	0
608.0330	Storm Sewer Pipe Class III 30-Inch	LF	57	-57	0
522.1030	Apron Endwalls for Culvert Pipe Reinforced Concrete	EA	1	-1	0

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
97-102 & 105	Storm Sewer (Changed bid item in pipe material call outs)
249-252	Miscellaneous Quantities (Updated bid items and quantity)

Schedule of Items

Attached, dated November 25, 2020, are the revised Schedule of Items Pages 1 – 19.

Plan Sheets

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

Revised: 97-102, 105 and 249-252

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

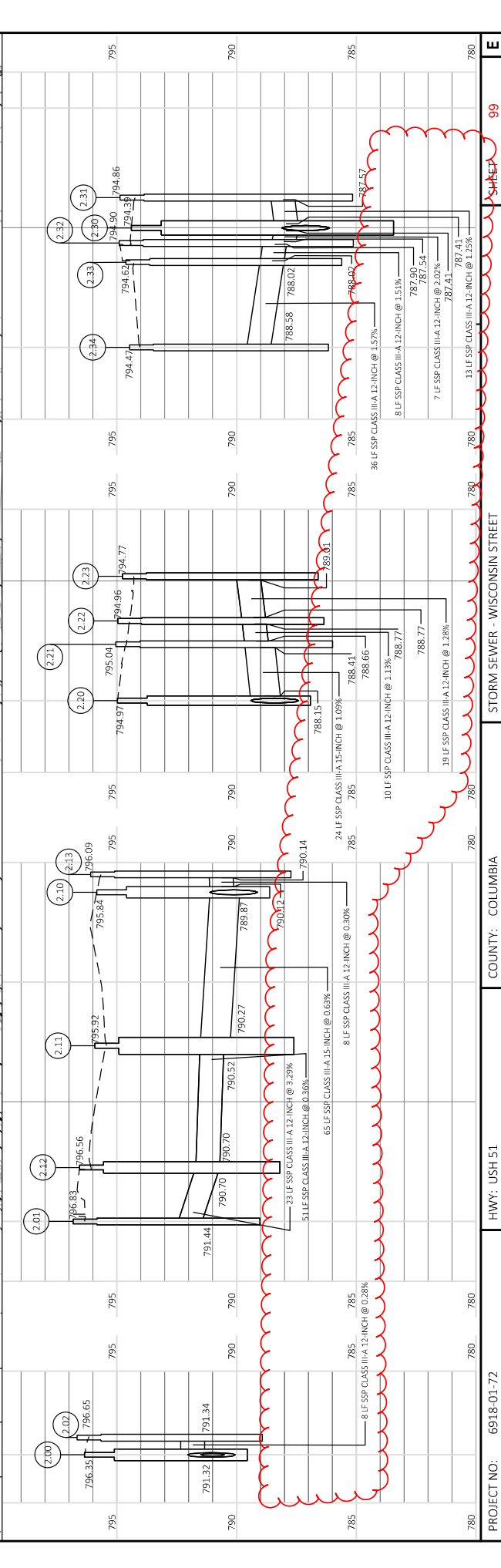
END OF ADDENDUM

Sheet No. 01
1-72
Sheet 97
25, 2020

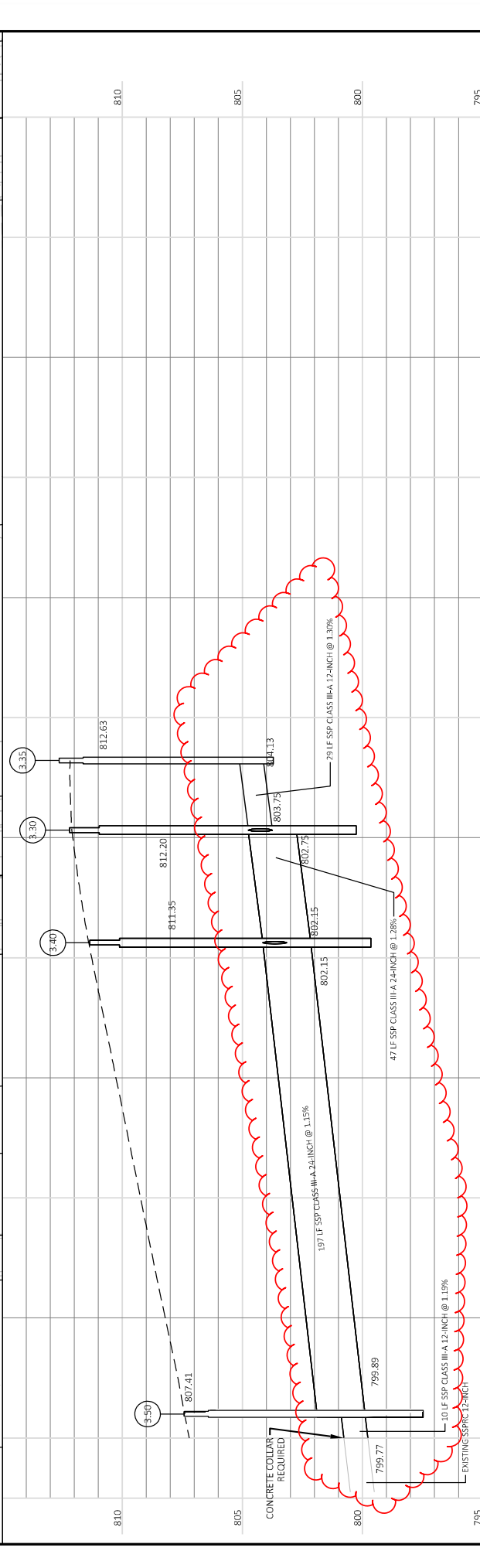
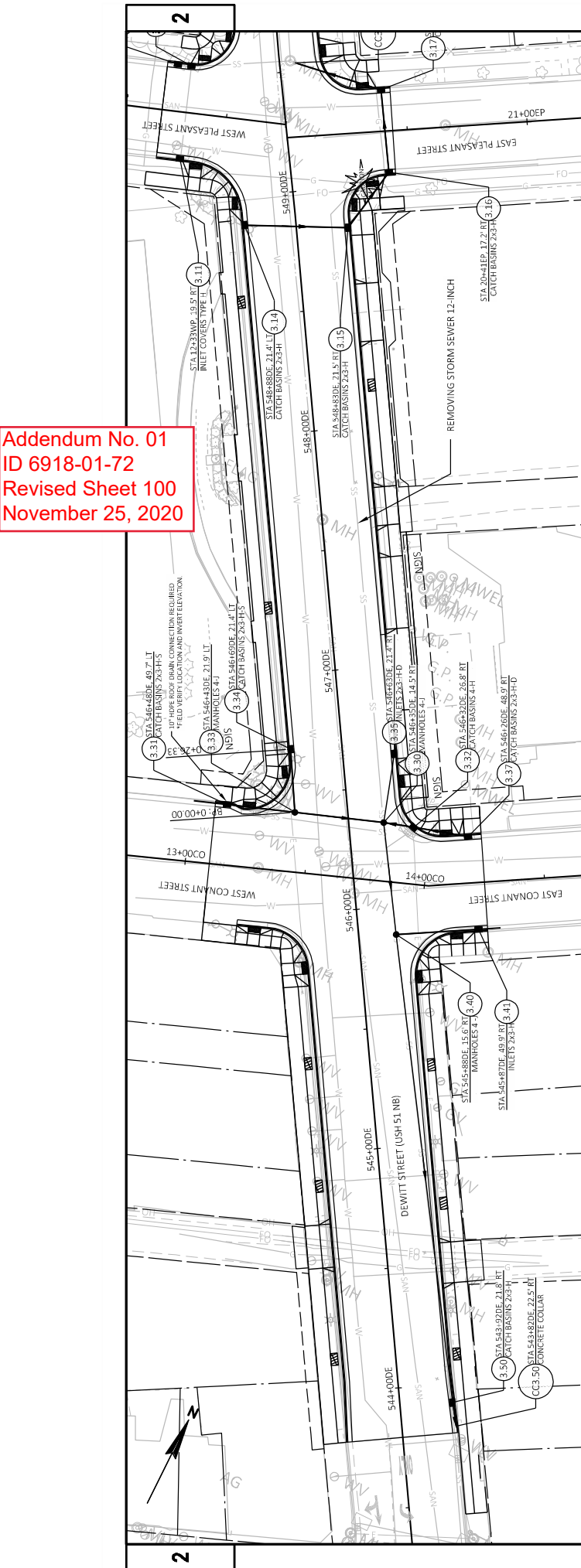


WISDOT/CADD SHEET 41

PROJECT NO:	6918-01-72	HWY: USH 51	COUNTY: COLUMBIA	STORM SEWER - DEWITT STREET	SHEET	98
FILE NAME:	X:\PROJECTS\COLUMBIA\6918-01-72 USH 51\STATION\CD\SHSHEET\PROJECT200_SS_SWARM.DWG LAYOUT NAME - DE WITTL L-2					
			PILOT DATE:	11/17/2020 8:29 AM	PILOT BY:	JEDDIAH HUNNICE
			PILOT SCALE:	1 IN=40 FT	PILOT NAME:	
WSDOT\CD\005 SHEET 41						

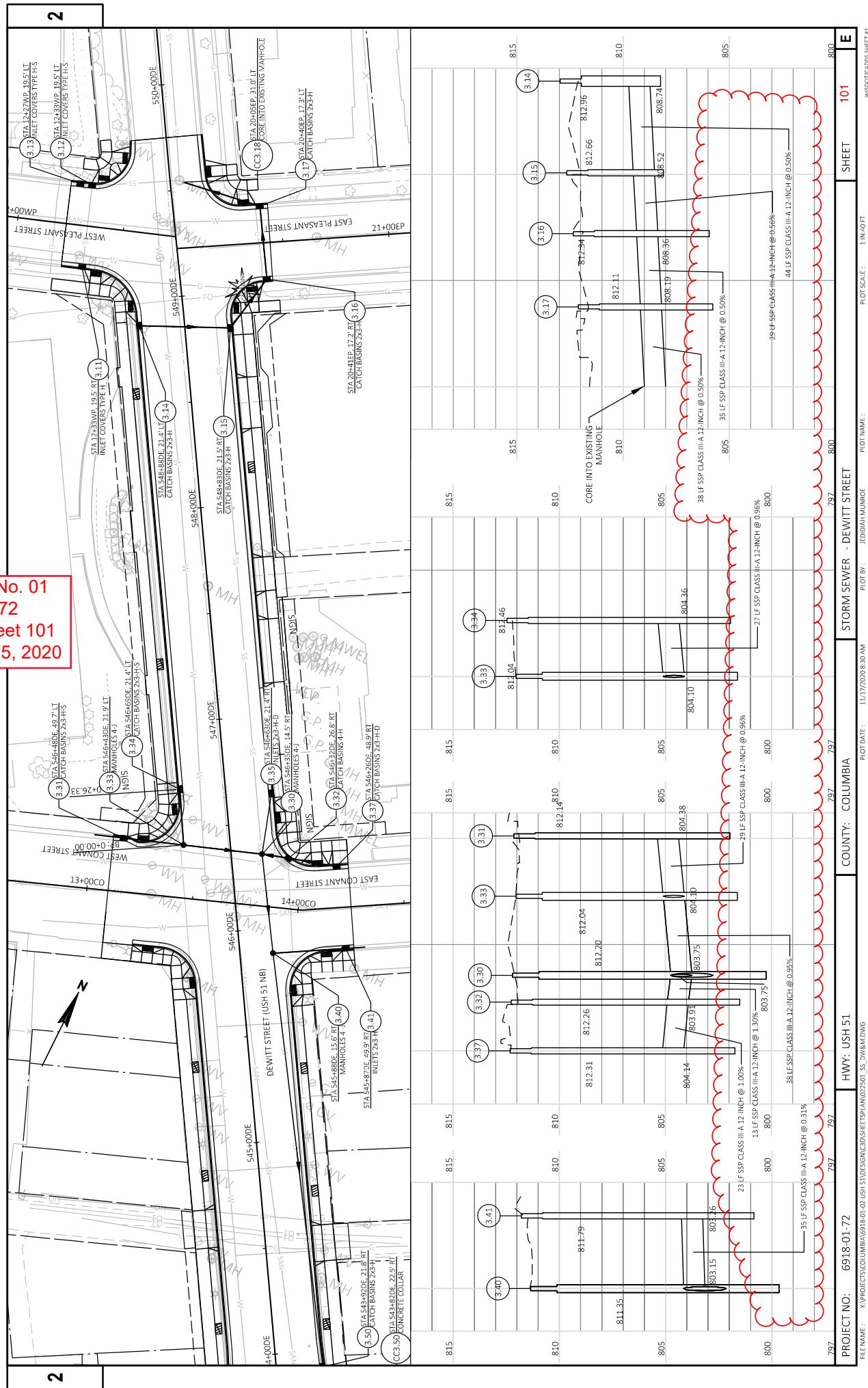


Addendum No. 01
ID 6918-01-72
Revised Sheet 100
November 25, 2020

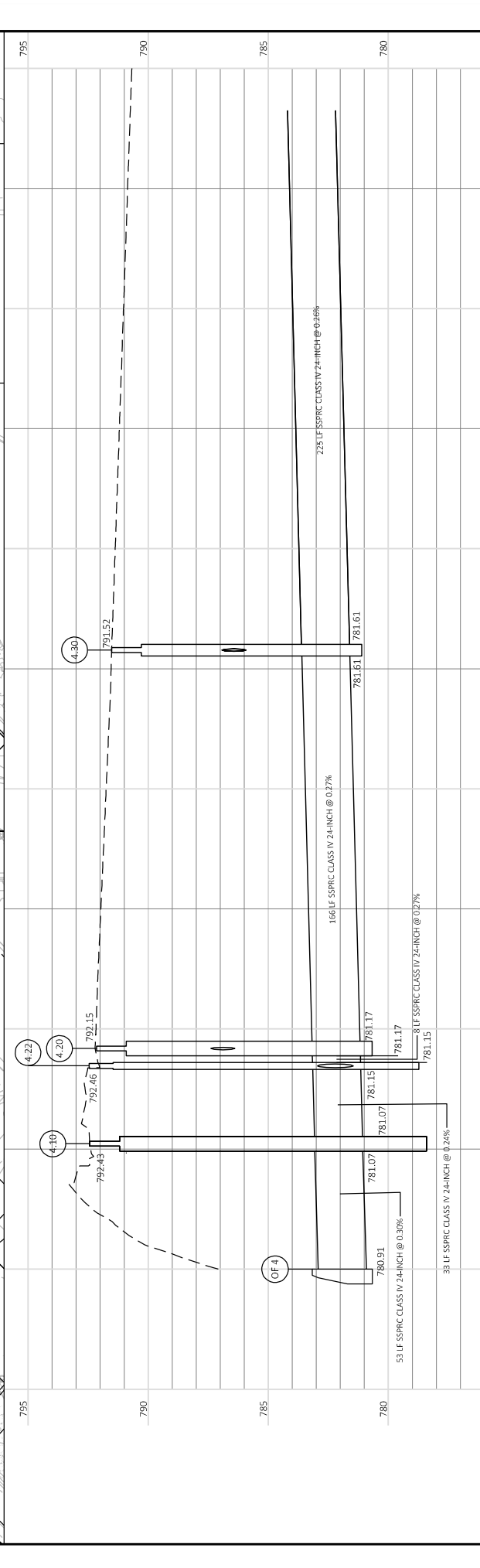
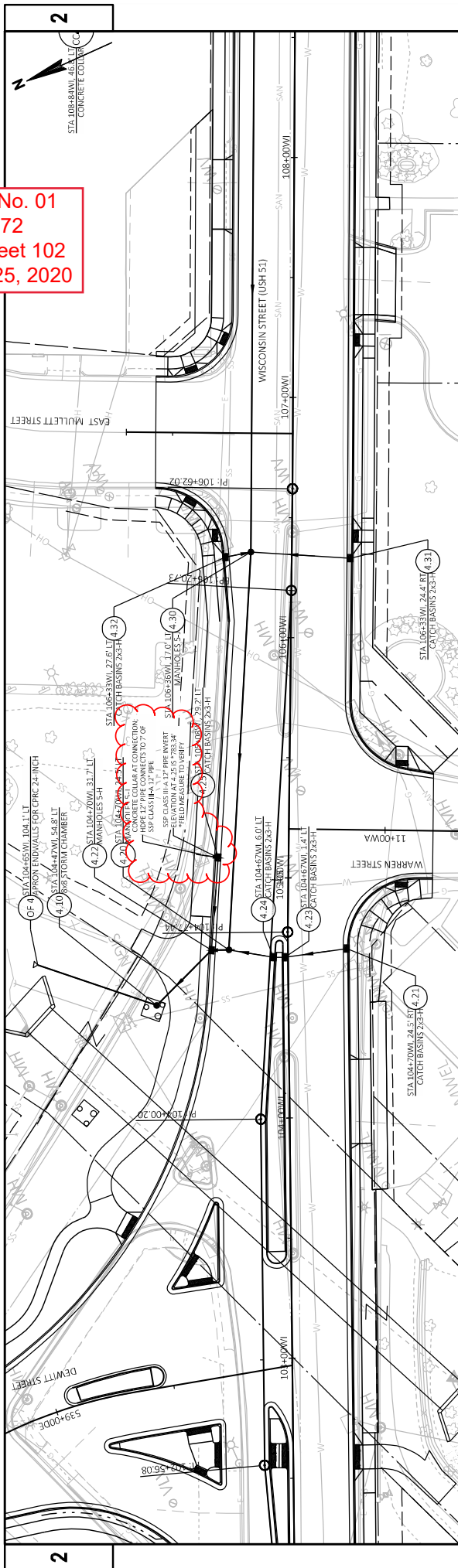


PROJECT NO:	6918-01-72	HWY: USH 51	COUNTY: COLUMBIA	STORM SEWER - DEWITT STREET	SHEET	100	E
FILE NAME: X:\PROJECTS\COLUMBIA\6918-01-72 USH 51\DISCHARGE\DISCH94\DISCH_SS_JWARM.DWG LAYOUT NAME: DE WITT TL-3							
PLOT DATE:		11/7/2020 11:43 AM		PLOT BY:		JENNIFAR MUNROE	
				PLOT NAME:		1 IN=40 FT	
W9007/CAD05 SHEET 41							

Addendum No. 01
ID 6918-01-72
Revised Sheet 101
November 25, 2020

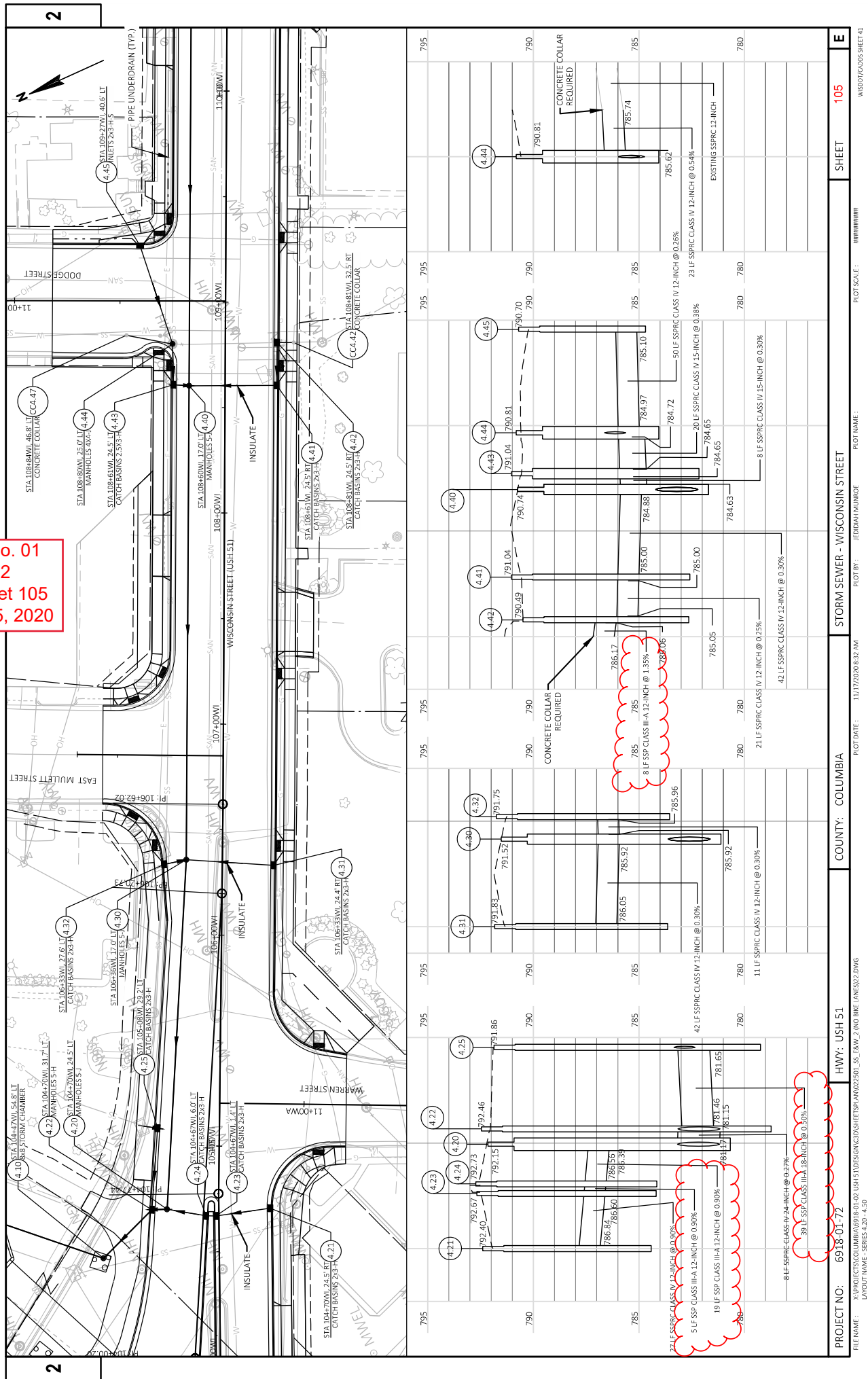


Addendum No. 01
ID 6918-01-72
Revised Sheet 102
November 25, 2020



PROJECT NO:	6918-01-72	HWY: USH 51	COUNTY: COLUMBIA	STORM SEWER - WISCONSIN STREET	SHEET	102
FILE NAME:	\PROJECT\COLUMBIA\6918-01-01-01-72\51\DWG\SS\SS_83W_2\01-801L LINES322.DWG LAYOUT NAME - WEST LT					
PLOT DATE:	11/17/2020 11:46 AM	PLOT BY:	JEDIAN W. MUNROE	PLOT NAME:	1 IN = 40 FT	
WISDOT/CADDIS SHEET 41						

Addendum No. 01
ID 6918-01-72
Revised Sheet 105
November 25, 2020



PROJECT NO: 6918-01-72		COUNTY: COLUMBIA		SHEET 249		WISDOT/CDDCS SHEET 427	
HWY: USH 51		MISCELLANEOUS QUANTITIES				1:1.185	
FILE NAME : G:\WDOTSW\15026-000\CIVIL\3D\HSEETS\SW\MQ3\032021_MQ3.DWG		PLOT DATE : 11/19/2020 8:04 AM		PLOT BY : RL ENGINEERING		PLOT NAME :	
LAYOUT NAME : 18							

[illegible]

PROJECT NO: 6918-01-72		COUNTY: COLUMBIA		SHEET 250		E	
FILE NAME: G:\WOODS\1102E-000\3D\SHEETSP\AWQ30201_MQ3.DWG		PLOT DATE: 11/19/2020 8:54 AM		PLOT BY: N. ENGINEERING		PLOT SCALE: 1:1.185	
LAYOUT NAME: 19						WISDOT/CDS SHEET 427	

CATEGORY		FROM		TO		SUBTOTAL		STORM SEWER PIPE																REMARKS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																						
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STORM SEWER STRUCTURE

CATEGORY	STRUCTURE	STATION	OFFSET*	CONCRETE COLLARS FOR PIPE (EACH)	APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 24-INCH (EACH)	522.1030	522.1024	522.2619	522.2619	CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL 19X30-INCH (EACH)	CONNECTION TO EXISTING MANHOLE (EACH)	SPV.0060.05	SPV.0060.07	SPV.0060.08	650.4000 ****	CONSTRUCTION STAKING STORM SEWER (EACH)	RM INVERT **	DEPTH ***	REMARKS
0010	CC2.00	104+40	16.5' LT	WI	1	--	--	--	--	--	--	--	--	--	--	--	791.23	--	
	CC3.18	20+05	31.0' LT	EP	--	--	--	--	--	--	1	--	--	--	--	--	808.00	--	
	CC3.50	543+62	22.5' RT	DE	1	--	--	--	--	--	--	--	--	--	--	--	796.77	--	
	CC4.42	108+81	32.5' RT	WI	1	--	--	--	--	--	--	--	--	--	--	--	786.17	--	
	CC4.47	108+84	46.8' LT	WI	1	--	--	--	--	--	--	--	--	--	--	--	785.74	--	
	CC5.00	117+07	54.5' LT	WI	1	--	--	--	--	--	--	--	--	--	--	--	783.06	--	
	OF 2	104+37	123.3' LT	WI	--	--	--	--	--	--	--	--	--	--	--	--	781.58	--	
	OF 4	104+65	104.1' LT	WI	--	--	--	--	--	--	--	--	--	--	--	--	780.91	--	
	OF 6	150+41	60.0' RT	WI	--	--	--	--	--	1	--	--	--	--	--	--	784.94	--	
	CC3.70	542+07	15.9' RT	DE	1	--	--	--	--	--	--	--	--	--	--	--	785.15	--	
0060	CC4.70	113+09	28.1' LT	WI	1	--	--	--	--	--	--	--	--	--	--	--	785.85	--	
PROJECT 0918-01-72 - CATEGORY 0010 SUBTOTAL																			
0060	2.50	104+00	84.4' LT	WI		1		1		1	1	0	0	1	0	3	793.29	782.47	10.82
	4.10	104+47	54.8' LT	WI												1	792.43	782.47	9.06
PROJECT 0918-01-72 - CATEGORY 0060 SUBTOTAL																			
PROJECT 0918-01-72 TOTALS																			
PROJECT 0918-01-72 TOTALS																			

* STATIONS AND OFFSETS ARE TO CENTER OF STRUCTURE

** FOR STRUCTURES WITH SUMPS, THE INVERT ELEVATION IS THE ELEVATION OF THE LOWEST PIPE FLOW LINE

*** DEPTH = RM ELEV - TOP OF STRUCTURE BASE ELEV - COVER HEIGHT - 6-INCH ADJUSTMENT RING HEIGHT

**** QUANTITY FOUND ELSEWHERE

Addendum No. 01
ID 6918-01-72
Revised Sheet 252
November 25, 2020

PROJECT NO: 6918-01-72

HWY: USH 51

COUNTY: COLUMBIA

MISCELLANEOUS QUANTITIES

SHEET

252

E

FILE NAME: G:\WDOT\SW\1506-000\DWG\1506SHEETS\PLAN\MISC\0201_MISC.DWG

LAYOUT NAME: 6

PLOT DATE: 11/19/2020 8:04 AM

PLOT BY: KLEIN ENGINEERING

PLOT NAME: 1:1.185

PLOT SCALE:

WISDOT/CADD SHEET 42



Proposal Schedule of Items

Page 1 of 19

Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0120 Clearing	263.000 ID	_____.	_____.
0004	201.0220 Grubbing	263.000 ID	_____.	_____.
0006	203.0200 Removing Old Structure (station) 01. 103+50 'WI'	LS	LUMP SUM	_____.
0008	203.0200 Removing Old Structure (station) 01. 16+50 'C'	LS	LUMP SUM	_____.
0010	204.0100 Removing Concrete Pavement	32,300.000 SY	_____.	_____.
0012	204.0115 Removing Asphaltic Surface Butt Joints	365.000 SY	_____.	_____.
0014	204.0130 Removing Curb	190.000 LF	_____.	_____.
0016	204.0150 Removing Curb & Gutter	2,330.000 LF	_____.	_____.
0018	204.0155 Removing Concrete Sidewalk	5,070.000 SY	_____.	_____.
0020	204.0185 Removing Masonry	3.000 CY	_____.	_____.
0022	204.0195 Removing Concrete Bases	51.000 EACH	_____.	_____.
0024	204.0210 Removing Manholes	15.000 EACH	_____.	_____.
0026	204.0215 Removing Catch Basins	29.000 EACH	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 01. (10-Inch)	329.000 LF	_____.	_____.
0030	204.0245 Removing Storm Sewer (size) 02. (12-Inch)	3,096.000 LF	_____.	_____.



Proposal Schedule of Items

Page 2 of 19

Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 03. (15-Inch)	420.000 LF	_____.	_____.
0034	204.0245 Removing Storm Sewer (size) 04. (18-Inch)	1,396.000 LF	_____.	_____.
0036	204.0245 Removing Storm Sewer (size) 05. (24-Inch)	360.000 LF	_____.	_____.
0038	204.0245 Removing Storm Sewer (size) 06. (36-Inch)	140.000 LF	_____.	_____.
0040	204.0291.S Abandoning Sewer	107.000 CY	_____.	_____.
0042	204.9060.S Removing (item description) 01. Tree Grates	3.000 EACH	_____.	_____.
0044	204.9060.S Removing (item description) 02. Removing Handholes	6.000 EACH	_____.	_____.
0046	204.9090.S Removing (item description) 01. Removing Electrical Conductors from Existing Conduit	7,205.000 LF	_____.	_____.
0048	204.9105.S Removing (item description) 01. Removing Concrete Steps, Supports, and Railings	LS	LUMP SUM	_____.
0050	205.0100 Excavation Common	44,430.000 CY	_____.	_____.
0052	206.2000 Excavation for Structures Culverts (structure) 01. C-11-2052	LS	LUMP SUM	_____.
0054	206.4000 Excavation for Structures Structural Plate Pipe or Pipe Arches (station) 01. 103+50 'WI'	LS	LUMP SUM	_____.
0056	206.5000 Cofferdams (structure) 01. C-11-2052	LS	LUMP SUM	_____.



Proposal Schedule of Items

Page 3 of 19

Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0058	208.1100 Select Borrow	1,530.000 CY	_____.	_____.
0060	209.2100 Backfill Granular Grade 2	15.000 CY	_____.	_____.
0062	210.2500 Backfill Structure Type B	3,464.000 TON	_____.	_____.
0064	211.0100 Prepare Foundation for Asphaltic Paving (project) 01. 6918-01-72	LS	LUMP SUM	_____.
0066	213.0100 Finishing Roadway (project) 01. 6918- 01-72	1.000 EACH	_____.	_____.
0068	305.0110 Base Aggregate Dense 3/4-Inch	2,170.000 TON	_____.	_____.
0070	305.0120 Base Aggregate Dense 1 1/4-Inch	36,200.000 TON	_____.	_____.
0072	310.0110 Base Aggregate Open-Graded	115.000 TON	_____.	_____.
0074	311.0110 Breaker Run	61.000 TON	_____.	_____.
0076	312.0110 Select Crushed Material	28,260.000 TON	_____.	_____.
0078	371.2000.S QMP Base Aggregate Dense 1 1/4-Inch Compaction	24.000 EACH	_____.	_____.
0080	416.0160 Concrete Driveway 6-Inch	1,485.000 SY	_____.	_____.
0082	416.0260 Concrete Driveway HES 6-Inch	150.000 SY	_____.	_____.
0084	450.4000 HMA Cold Weather Paving	1,250.000 TON	_____.	_____.
0086	455.0605 Tack Coat	2,560.000 GAL	_____.	_____.
0088	460.2000 Incentive Density HMA Pavement	1.000 DOL	7,550.00000	7,550.00



Proposal Schedule of Items

Page 4 of 19

Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	460.6224 HMA Pavement 4 MT 58-28 S	8,200.000 TON	_____.	_____.
0092	460.6424 HMA Pavement 4 MT 58-28 H	3,590.000 TON	_____.	_____.
0094	465.0105 Asphaltic Surface	40.000 TON	_____.	_____.
0096	465.0120 Asphaltic Surface Driveways and Field Entrances	300.000 TON	_____.	_____.
0098	504.0100 Concrete Masonry Culverts	74.000 CY	_____.	_____.
0100	505.0400 Bar Steel Reinforcement HS Structures	1,100.000 LB	_____.	_____.
0102	505.0600 Bar Steel Reinforcement HS Coated Structures	2,600.000 LB	_____.	_____.
0104	511.1200 Temporary Shoring (structure) 01. C-11-2052	520.000 SF	_____.	_____.
0106	511.1300 Temporary Shoring (location) 01. Levee Connection 2	700.000 SF	_____.	_____.
0108	511.1300 Temporary Shoring (location) 02. Levee Connection 1	800.000 SF	_____.	_____.
0110	513.2001 Railing Pipe 01. Steps	24.000 LF	_____.	_____.
0112	513.2001 Railing Pipe 02. Levee Retaining Walls	300.000 LF	_____.	_____.
0114	513.8006 Railing Steel Pedestrian Type C1	88.000 LF	_____.	_____.
0116	516.0500 Rubberized Membrane Waterproofing	15.000 SY	_____.	_____.
0118	517.1010.S Concrete Staining (structure) 01. C-11-2052	309.000 SF	_____.	_____.



Proposal Schedule of Items

Page 5 of 19

Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	517.1015.S Concrete Staining Multi-Color (structure) 01. C-11-2052	416.000 SF	_____.	_____.
0122	517.1050.S Architectural Surface Treatment (structure) 01. C-11-2052	416.000 SF	_____.	_____.
0124	520.8000 Concrete Collars for Pipe	9.000 EACH	_____.	_____.
0126	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	1.000 EACH	_____.	_____.
0130	522.2619 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	1.000 EACH	_____.	_____.
0132	527.0345 Pipe Arch Structural Plate 14-FT Span	249.000 LF	_____.	_____.
0134	531.2048 Drilling Shaft 48-Inch	23.000 LF	_____.	_____.
0136	531.5330 Foundation Single-Shaft Type TC-III (structure) 01. S-11-31	1.000 EACH	_____.	_____.
0138	532.5330 Truss Cantilever 2-Chord Type III (structure) 01. S-11-31	1.000 EACH	_____.	_____.
0140	601.0407 Concrete Curb & Gutter 18-Inch Type D	475.000 LF	_____.	_____.
0142	601.0411 Concrete Curb & Gutter 30-Inch Type D	12,900.000 LF	_____.	_____.
0144	601.0415 Concrete Curb & Gutter 6-Inch Sloped 30-Inch Type J	30.000 LF	_____.	_____.
0146	601.0600 Concrete Curb Pedestrian	115.000 LF	_____.	_____.
0148	602.0410 Concrete Sidewalk 5-Inch	71,410.000 SF	_____.	_____.



Proposal Schedule of Items

Page 6 of 19

Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0150	602.0505 Curb Ramp Detectable Warning Field Yellow	900.000 SF	_____.	_____.
0152	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	118.000 SF	_____.	_____.
0154	602.1500 Concrete Steps	205.000 SF	_____.	_____.
0156	602.2400 Concrete Safety Islands	785.000 SF	_____.	_____.
0158	606.0200 Riprap Medium	3.000 CY	_____.	_____.
0160	606.0300 Riprap Heavy	84.000 CY	_____.	_____.
0172	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,569.000 LF	_____.	_____.
0174	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	171.000 LF	_____.	_____.
0176	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	24.000 LF	_____.	_____.
0178	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	1,319.000 LF	_____.	_____.
0180	608.2414 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 14x23-Inch	524.000 LF	_____.	_____.
0182	608.2419 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch	2,839.000 LF	_____.	_____.
0184	608.3012 Storm Sewer Pipe Class III-A 12-Inch	643.000 LF	_____.	_____.
0186	611.0530 Manhole Covers Type J	37.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0188	611.0624 Inlet Covers Type H	59.000 EACH	_____.	_____.
0190	611.0639 Inlet Covers Type H-S	34.000 EACH	_____.	_____.
0192	611.0645 Inlet Covers Type MS-A	2.000 EACH	_____.	_____.
0194	611.0666 Inlet Covers Type Z	2.000 EACH	_____.	_____.
0196	611.1004 Catch Basins 4-FT Diameter	10.000 EACH	_____.	_____.
0198	611.1006 Catch Basins 6-FT Diameter	2.000 EACH	_____.	_____.
0200	611.1230 Catch Basins 2x3-FT	77.000 EACH	_____.	_____.
0202	611.2004 Manholes 4-FT Diameter	6.000 EACH	_____.	_____.
0204	611.2005 Manholes 5-FT Diameter	27.000 EACH	_____.	_____.
0206	611.2006 Manholes 6-FT Diameter	2.000 EACH	_____.	_____.
0208	611.2008 Manholes 8-FT Diameter	1.000 EACH	_____.	_____.
0210	611.2044 Manholes 4x4-FT	2.000 EACH	_____.	_____.
0212	611.2066 Manholes 6x6-FT	2.000 EACH	_____.	_____.
0214	611.3230 Inlets 2x3-FT	3.000 EACH	_____.	_____.
0216	611.3901 Inlets Median 1 Grate	2.000 EACH	_____.	_____.
0218	612.0206 Pipe Underdrain Unperforated 6-Inch	45.000 LF	_____.	_____.
0220	612.0406 Pipe Underdrain Wrapped 6-Inch	2,400.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0222	612.0902.S Insulation Board Polystyrene (inch) 01.2-Inch	19.500 SY	_____.	_____.
0224	616.0700.S Fence Safety	49.000 LF	_____.	_____.
0226	619.1000 Mobilization	1.000 EACH	_____.	_____.
0228	620.0200 Concrete Median Blunt Nose	55.000 SF	_____.	_____.
0230	620.0300 Concrete Median Sloped Nose	420.000 SF	_____.	_____.
0232	623.0200 Dust Control Surface Treatment	11,400.000 SY	_____.	_____.
0234	624.0100 Water	1,300.000 MGAL	_____.	_____.
0236	625.0100 Topsoil	10,200.000 SY	_____.	_____.
0238	628.1504 Silt Fence	1,260.000 LF	_____.	_____.
0240	628.1520 Silt Fence Maintenance	3,780.000 LF	_____.	_____.
0242	628.1905 Mobilizations Erosion Control	6.000 EACH	_____.	_____.
0244	628.1910 Mobilizations Emergency Erosion Control	8.000 EACH	_____.	_____.
0246	628.2008 Erosion Mat Urban Class I Type B	10,700.000 SY	_____.	_____.
0248	628.7005 Inlet Protection Type A	96.000 EACH	_____.	_____.
0250	628.7010 Inlet Protection Type B	2.000 EACH	_____.	_____.
0252	628.7015 Inlet Protection Type C	88.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0254	628.7020 Inlet Protection Type D	10.000 EACH	_____.	_____.
0256	628.7560 Tracking Pads	6.000 EACH	_____.	_____.
0258	629.0210 Fertilizer Type B	60.000 CWT	_____.	_____.
0260	630.0140 Seeding Mixture No. 40	210.000 LB	_____.	_____.
0262	630.0200 Seeding Temporary	275.000 LB	_____.	_____.
0264	630.0500 Seed Water	235.000 MGAL	_____.	_____.
0266	633.5200 Markers Culvert End	3.000 EACH	_____.	_____.
0268	634.0614 Posts Wood 4x6-Inch X 14-FT	1.000 EACH	_____.	_____.
0270	634.0616 Posts Wood 4x6-Inch X 16-FT	5.000 EACH	_____.	_____.
0272	634.0618 Posts Wood 4x6-Inch X 18-FT	1.000 EACH	_____.	_____.
0274	634.0620 Posts Wood 4x6-Inch X 20-FT	2.000 EACH	_____.	_____.
0276	634.0808 Posts Tubular Steel 2x2-Inch X 8-FT	2.000 EACH	_____.	_____.
0278	634.0809 Posts Tubular Steel 2x2-Inch X 9.5-FT	8.000 EACH	_____.	_____.
0280	634.0810 Posts Tubular Steel 2x2-Inch X 10-FT	12.000 EACH	_____.	_____.
0282	634.0811 Posts Tubular Steel 2x2-Inch X 11-FT	27.000 EACH	_____.	_____.
0284	634.0812 Posts Tubular Steel 2x2-Inch X 12-FT	16.000 EACH	_____.	_____.
0286	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	4.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0288	637.2210 Signs Type II Reflective H	234.940 SF	_____.	_____.
0290	637.2230 Signs Type II Reflective F	90.500 SF	_____.	_____.
0292	638.2102 Moving Signs Type II	124.000 EACH	_____.	_____.
0294	638.2602 Removing Signs Type II	31.000 EACH	_____.	_____.
0296	638.3000 Removing Small Sign Supports	39.000 EACH	_____.	_____.
0298	638.3150 Removing Overhead Sign Supports Cantilever (structure) 01. S-11-22	3.000 EACH	_____.	_____.
0300	638.4000 Moving Small Sign Supports	4.000 EACH	_____.	_____.
0302	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
0304	643.0300 Traffic Control Drums	3,130.000 DAY	_____.	_____.
0306	643.0410 Traffic Control Barricades Type II	4,855.000 DAY	_____.	_____.
0308	643.0420 Traffic Control Barricades Type III	15,260.000 DAY	_____.	_____.
0310	643.0705 Traffic Control Warning Lights Type A	10,645.000 DAY	_____.	_____.
0312	643.0715 Traffic Control Warning Lights Type C	350.000 DAY	_____.	_____.
0314	643.0900 Traffic Control Signs	101,675.000 DAY	_____.	_____.
0316	643.0920 Traffic Control Covering Signs Type II	5.000 EACH	_____.	_____.
0318	643.1050 Traffic Control Signs PCMS	14.000 DAY	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0320	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0322	644.1410 Temporary Pedestrian Surface Asphalt	3,500.000 SF	_____.	_____.
0324	644.1420 Temporary Pedestrian Surface Plywood	1,800.000 SF	_____.	_____.
0326	644.1430 Temporary Pedestrian Surface Plate	1,800.000 SF	_____.	_____.
0328	644.1601 Temporary Pedestrian Curb Ramp	1,700.000 DAY	_____.	_____.
0330	644.1810 Temporary Pedestrian Barricade	7,000.000 LF	_____.	_____.
0332	645.0105 Geotextile Type C	487.000 SY	_____.	_____.
0334	645.0111 Geotextile Type DF Schedule A	825.000 SY	_____.	_____.
0336	645.0120 Geotextile Type HR	204.000 SY	_____.	_____.
0338	645.0140 Geotextile Type SAS	15,200.000 SY	_____.	_____.
0340	646.1020 Marking Line Epoxy 4-Inch	13,545.000 LF	_____.	_____.
0342	646.3020 Marking Line Epoxy 8-Inch	750.000 LF	_____.	_____.
0344	646.5020 Marking Arrow Epoxy	12.000 EACH	_____.	_____.
0346	646.5120 Marking Word Epoxy	4.000 EACH	_____.	_____.
0348	646.5220 Marking Symbol Epoxy	1.000 EACH	_____.	_____.
0350	646.6120 Marking Stop Line Epoxy 18-Inch	385.000 LF	_____.	_____.
0352	646.6464 Cold Weather Marking Epoxy 4-Inch	3,040.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0354	646.6468 Cold Weather Marking Epoxy 8-Inch	150.000 LF	_____.	_____.
0356	646.7120 Marking Diagonal Epoxy 12-Inch	125.000 LF	_____.	_____.
0358	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	2,330.000 LF	_____.	_____.
0360	646.8120 Marking Curb Epoxy	9,775.000 LF	_____.	_____.
0362	646.8220 Marking Island Nose Epoxy	8.000 EACH	_____.	_____.
0364	646.8320 Marking Parking Stall Epoxy	555.000 LF	_____.	_____.
0366	646.9000 Marking Removal Line 4-Inch	935.000 LF	_____.	_____.
0368	646.9100 Marking Removal Line 8-Inch	250.000 LF	_____.	_____.
0370	646.9200 Marking Removal Line Wide	60.000 LF	_____.	_____.
0372	649.0105 Temporary Marking Line Paint 4-Inch	940.000 LF	_____.	_____.
0374	650.4000 Construction Staking Storm Sewer	143.000 EACH	_____.	_____.
0376	650.4500 Construction Staking Subgrade	6,320.000 LF	_____.	_____.
0378	650.5000 Construction Staking Base	6,320.000 LF	_____.	_____.
0380	650.5500 Construction Staking Curb Gutter and Curb & Gutter	13,705.000 LF	_____.	_____.
0382	650.8500 Construction Staking Electrical Installations (project) 01. 6918-01-72	LS	LUMP SUM	_____.
0384	650.9000 Construction Staking Curb Ramps	82.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0386	650.9910 Construction Staking Supplemental Control (project) 01. 6918-01-72	LS	LUMP SUM	_____.
0388	650.9920 Construction Staking Slope Stakes	6,650.000 LF	_____.	_____.
0390	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	8,560.000 LF	_____.	_____.
0392	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	2,945.000 LF	_____.	_____.
0394	653.0164 Pull Boxes Non-Conductive 24x42-Inch	40.000 EACH	_____.	_____.
0396	653.0905 Removing Pull Boxes	15.000 EACH	_____.	_____.
0398	654.0101 Concrete Bases Type 1	8.000 EACH	_____.	_____.
0400	654.0102 Concrete Bases Type 2	5.000 EACH	_____.	_____.
0402	654.0105 Concrete Bases Type 5	77.000 EACH	_____.	_____.
0404	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH	_____.	_____.
0406	654.0230 Concrete Control Cabinet Bases Type L30	1.000 EACH	_____.	_____.
0408	655.0230 Cable Traffic Signal 5-14 AWG	1,518.000 LF	_____.	_____.
0410	655.0250 Cable Traffic Signal 9-14 AWG	1,627.000 LF	_____.	_____.
0412	655.0305 Cable Type UF 2-12 AWG Grounded	746.000 LF	_____.	_____.
0414	655.0515 Electrical Wire Traffic Signals 10 AWG	1,723.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0416	655.0610 Electrical Wire Lighting 12 AWG	12,187.000 LF	_____.	_____.
0418	655.0625 Electrical Wire Lighting 6 AWG	54,166.000 LF	_____.	_____.
0420	655.0700 Loop Detector Lead In Cable	42.000 LF	_____.	_____.
0422	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. WI ST & Dewitt ST	LS	LUMP SUM	_____.
0424	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. (CB100)	LS	LUMP SUM	_____.
0426	657.0100 Pedestal Bases	8.000 EACH	_____.	_____.
0428	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	5.000 EACH	_____.	_____.
0430	657.0305 Poles Type 2	1.000 EACH	_____.	_____.
0432	657.0310 Poles Type 3	1.000 EACH	_____.	_____.
0434	657.0315 Poles Type 4	3.000 EACH	_____.	_____.
0436	657.0420 Traffic Signal Standards Aluminum 13-FT	5.000 EACH	_____.	_____.
0438	657.0425 Traffic Signal Standards Aluminum 15-FT	2.000 EACH	_____.	_____.
0440	657.0430 Traffic Signal Standards Aluminum 10-FT	1.000 EACH	_____.	_____.
0442	657.0585 Trombone Arms 15-FT	2.000 EACH	_____.	_____.
0444	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	1.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0446	657.0610 Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT	3.000 EACH	_____.	_____.
0448	658.0173 Traffic Signal Face 3S 12-Inch	9.000 EACH	_____.	_____.
0450	658.0174 Traffic Signal Face 4S 12-Inch	3.000 EACH	_____.	_____.
0452	658.0416 Pedestrian Signal Face 16-Inch	6.000 EACH	_____.	_____.
0454	658.0500 Pedestrian Push Buttons	7.000 EACH	_____.	_____.
0456	658.5069 Signal Mounting Hardware (location) 01. Wisconsin Street & Dewitt Street	LS	LUMP SUM	_____.
0458	659.1120 Luminaires Utility LED B	4.000 EACH	_____.	_____.
0460	659.2130 Lighting Control Cabinets 120/240 30-Inch	1.000 EACH	_____.	_____.
0462	690.0150 Sawing Asphalt	3,770.000 LF	_____.	_____.
0464	690.0250 Sawing Concrete	4,130.000 LF	_____.	_____.
0466	740.0440 Incentive IRI Ride	1.000 DOL	4,596.05000	4,596.05
0468	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,500.000 HRS	5.00000	12,500.00
0470	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	3,200.000 HRS	5.00000	16,000.00
0472	SPV.0060 Special 01. Tree Grates	15.000 EACH	_____.	_____.
0474	SPV.0060 Special 02. Abandon Existing Vault	1.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0476	SPV.0060 Special 03. Adjusting Sanitary Manhole Cover	10.000 EACH	_____.	_____.
0478	SPV.0060 Special 04. Adjusting Water Valve Boxes	37.000 EACH	_____.	_____.
0480	SPV.0060 Special 05. Connection to Existing Manhole	1.000 EACH	_____.	_____.
0482	SPV.0060 Special 06. Inlet Covers Type H-D	5.000 EACH	_____.	_____.
0484	SPV.0060 Special 07. Storm Chamber 8 by 8-FT, MH 2.50	1.000 EACH	_____.	_____.
0486	SPV.0060 Special 08. Storm Chamber 8 by 8-FT, MH 4.10	1.000 EACH	_____.	_____.
0488	SPV.0060 Special 10. Remove Existing Electrical Service	5.000 EACH	_____.	_____.
0490	SPV.0060 Special 11. Remove Street Light Assembly	43.000 EACH	_____.	_____.
0492	SPV.0060 Special 12. Reinstall Salvaged Decorative Street Light Assembly	12.000 EACH	_____.	_____.
0494	SPV.0060 Special 13. Retrofit Luminaire Type A	4.000 EACH	_____.	_____.
0496	SPV.0060 Special 14. Retrofit Luminaire Type B	13.000 EACH	_____.	_____.
0498	SPV.0060 Special 15. Decorative Street Light Type A1	50.000 EACH	_____.	_____.
0500	SPV.0060 Special 16. Decorative Street Light Type A2	1.000 EACH	_____.	_____.
0502	SPV.0060 Special 17. Decorative Street Light Type B	8.000 EACH	_____.	_____.



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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0504	SPV.0060 Special 18. Decorative Street Light Type C	6.000 EACH	_____.	_____.
0506	SPV.0060 Special 20. Utility Line Opening (ULO)	2.000 EACH	_____.	_____.
0508	SPV.0060 Special 21. Roof Drain Tap	5.000 EACH	_____.	_____.
0510	SPV.0060 Special 22. Tree Root Cutting and Removal	1.000 EACH	_____.	_____.
0512	SPV.0060 Special 23. Wisconsin River Levee Emergency Action Plan	1.000 EACH	_____.	_____.
0514	SPV.0060 Special 24. Wisconsin River Levee Emergency Response	1.000 EACH	_____.	_____.
0516	SPV.0090 Special 01. Reveal Curb	25.000 LF	_____.	_____.
0518	SPV.0090 Special 02. Remove, Paint, and Reinstall Historic Railing	180.000 LF	_____.	_____.
0520	SPV.0090 Special 03. Storm Sewer Pipe Class III-A 10-Inch	62.000 LF	_____.	_____.
0522	SPV.0105 Special 01. Cap Blocks Salvage and Reinstall	LS	LUMP SUM	_____.
0524	SPV.0105 Special 02. Temporary Bypass Pumping	LS	LUMP SUM	_____.
0526	SPV.0105 Special 03. Remove Traffic Signals (Wisconsin Street & Dewitt Street)	LS	LUMP SUM	_____.
0528	SPV.0105 Special 04. Electrical System Integrator	LS	LUMP SUM	_____.
0530	SPV.0105 Special 05. Salvage and Reinstall Communication Equipment (WI ST & Dewitt ST)	LS	LUMP SUM	_____.



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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0532	SPV.0105 Special 06. Furnish and Install Video Vehicle Detection System (WI ST & Dewitt ST)	LS	LUMP SUM	_____.
0534	SPV.0105 Special 07. Furnish & Install Traffic Signal Cabinet & Controller (WI ST & Dewitt ST)	LS	LUMP SUM	_____.
0536	SPV.0105 Special 08. Traffic Signal Modifications for Intersections (Dewitt St & STH 33/Cook St)	LS	LUMP SUM	_____.
0538	SPV.0105 Special 09. Locate and Replace Existing Property Monuments	LS	LUMP SUM	_____.
0540	SPV.0105 Special 10. Electrical Service Meter Breaker Pedestal Special (Wisconsin & Huron)	LS	LUMP SUM	_____.
0542	SPV.0105 Special 11. Electrical Service Meter Breaker Pedestal Special (Dewitt & Conant)	LS	LUMP SUM	_____.
0544	SPV.0165 Special 01. Wall Modular Block Mechanically Stabilized Earth (Levee Connection #1)	825.000 SF	_____.	_____.
0546	SPV.0165 Special 02. Wall Modular Block Mechanically Stabilized Earth (Levee Connection #2)	675.000 SF	_____.	_____.
0548	SPV.0165 Special 03. Concrete Sidewalk Thickened Edge	600.000 SF	_____.	_____.
0550	SPV.0165 Special 04. Sidewalk Vault Closure	100.000 SF	_____.	_____.
0552	SPV.0195 Special 01. Excavation, Hauling, and Disposal of Contaminated Soil (Bioremediation)	2,450.000 TON	_____.	_____.



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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0554	SPV.0195 Special 02. Excavating, Hauling, and Disposal of Contaminated Soil (Direct Landfill)	2,800.000 TON	_____.	_____.
0556	520.1030 Apron Endwalls for Culvert Pipe 30-Inch	1.000 EACH	_____.	_____.
0558	608.3015 Storm Sewer Pipe Class III-A 15-Inch	145.000 LF	_____.	_____.
0560	608.3018 Storm Sewer Pipe Class III-A 18-Inch	39.000 LF	_____.	_____.
0562	608.3024 Storm Sewer Pipe Class III-A 24-Inch	618.000 LF	_____.	_____.
0564	608.3030 Storm Sewer Pipe Class III-A 30-Inch	57.000 LF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.



Wisconsin Department of Transportation

December 2, 2020

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 #14: 6918-01-72, WISC 2021 030
C Portage, Wisconsin & Dewitt Sts
Ontario Street To E Pleasant Street
USH 51
Columbia County

Letting of December 8, 2020

This is Addendum No. 02, which provides for the following:

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
460.2000	Incentive Density HMA Pavement	DOL	1	7,550	7,550
740.0440	Incentive IRI Ride	DOL	1	7,700	7,700

Note: The two bid items listed above are supposed to be pre-established bid prices of \$1. This addendum corrects this.

Schedule of Items

Attached, dated December 2, 2020, are the revised Schedule of Items Pages 3 and 15.

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

END OF ADDENDUM



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0058	208.1100 Select Borrow	1,530.000 CY	_____.	_____.
0060	209.2100 Backfill Granular Grade 2	15.000 CY	_____.	_____.
0062	210.2500 Backfill Structure Type B	3,464.000 TON	_____.	_____.
0064	211.0100 Prepare Foundation for Asphaltic Paving (project) 01. 6918-01-72	LS	LUMP SUM	_____.
0066	213.0100 Finishing Roadway (project) 01. 6918-01-72	1.000 EACH	_____.	_____.
0068	305.0110 Base Aggregate Dense 3/4-Inch	2,170.000 TON	_____.	_____.
0070	305.0120 Base Aggregate Dense 1 1/4-Inch	36,200.000 TON	_____.	_____.
0072	310.0110 Base Aggregate Open-Graded	115.000 TON	_____.	_____.
0074	311.0110 Breaker Run	61.000 TON	_____.	_____.
0076	312.0110 Select Crushed Material	28,260.000 TON	_____.	_____.
0078	371.2000.S QMP Base Aggregate Dense 1 1/4-Inch Compaction	24.000 EACH	_____.	_____.
0080	416.0160 Concrete Driveway 6-Inch	1,485.000 SY	_____.	_____.
0082	416.0260 Concrete Driveway HES 6-Inch	150.000 SY	_____.	_____.
0084	450.4000 HMA Cold Weather Paving	1,250.000 TON	_____.	_____.
0086	455.0605 Tack Coat	2,560.000 GAL	_____.	_____.
0088	460.2000 Incentive Density HMA Pavement	7,550.000 DOL	1.00000	7,550.00



Proposal Schedule of Items

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Proposal ID: 20201208014 Project(s): 6918-01-72

Federal ID(s): WISC 2021030

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0446	657.0610 Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT	3.000 EACH	_____.	_____.
0448	658.0173 Traffic Signal Face 3S 12-Inch	9.000 EACH	_____.	_____.
0450	658.0174 Traffic Signal Face 4S 12-Inch	3.000 EACH	_____.	_____.
0452	658.0416 Pedestrian Signal Face 16-Inch	6.000 EACH	_____.	_____.
0454	658.0500 Pedestrian Push Buttons	7.000 EACH	_____.	_____.
0456	658.5069 Signal Mounting Hardware (location) 01. Wisconsin Street & Dewitt Street	LS	LUMP SUM	_____.
0458	659.1120 Luminaires Utility LED B	4.000 EACH	_____.	_____.
0460	659.2130 Lighting Control Cabinets 120/240 30-Inch	1.000 EACH	_____.	_____.
0462	690.0150 Sawing Asphalt	3,770.000 LF	_____.	_____.
0464	690.0250 Sawing Concrete	4,130.000 LF	_____.	_____.
0466	740.0440 Incentive IRI Ride	7,700.000 DOL	1.00000	7,700.00
0468	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,500.000 HRS	5.00000	12,500.00
0470	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	3,200.000 HRS	5.00000	16,000.00
0472	SPV.0060 Special 01. Tree Grates	15.000 EACH	_____.	_____.
0474	SPV.0060 Special 02. Abandon Existing Vault	1.000 EACH	_____.	_____.

