

HIGHWAY WORK PROPOSAL

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

Proposal Number:

Ø 5

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Jefferson	3050-02-72	WISC 2017 095	Sun Prairie - Watertown McKay Way - Structure B-28-077	STH 19
Jefferson	3050-02-73		Sun Prairie - Watertown McKay Way - Structure B-28-077 Sanitary Sewer & Water	STH 19

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

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: March 14, 2017 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time September 15, 2017	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 7%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

For Department Use Only

Type of Work Excavation, select crushed material, geogrid, base aggregate dense, concrete pavement, HMA pavement, storm sewer, bridge B-28-175, sanitary sewer, water main, curb and gutter, concrete sidewalk, pavement marking, permanent signing, street lighting.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

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

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

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid ExpressTM web site reflecting the latest addenda posted on the department's web site at:
<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>
Use ExpediteTM software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid ExpressTM web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the ExpediteTM generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the ExpediteTM generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

Bidder

Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 3050-02-72, Sun Prairie – Watertown, McKay Way – Structure B-28-077, STH 19, and project 3050-02-73, Sun Prairie – Watertown, McKay Way – Structure B-28-077 Sanitary Sewer and Water, STH 19, both projects in Jefferson 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, 2017 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 (20141107)

2. Scope of Work.

The work under this contract shall consist of grading, structures, select crushed material, geogrid, base aggregate dense, concrete pavement, concrete curb and gutter, concrete sidewalk, storm sewer, permanent signing, pavement marking, traffic signals, street lighting, sanitary sewer main and services, water main and services, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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 contractor shall install portable changeable message signs to notify the public of the upcoming construction project 2 weeks before the anticipated highway closure and detour.

A Schedule of Operations

The schedule of operations shall conform to the following construction staging as described herein. The contractor is advised that there may be multiple mobilizations for such items as traffic control, signing and pavement marking items, and other items related to the staging. The department will make no additional payment for said mobilizations.

Stage 1

Stage 1 begins at the Notice to Proceed and shall be completed prior to 11:59 PM July 22, 2017. Stage 1 begins at Station 21+90.46 and extends to Station 49+50.

Begin construction of B-28-175, and complete all underground work, roadway subbase, and base from Station 21+90.46 to Station 49+50 on STH 19 / West Madison Street and all associated side streets within said station range.

Complete all concrete curb and gutter, binder layer of HMA pavement, concrete sidewalk, driveways, signing, landscaping, and street lighting from Station 21+90.46 to Station 45+00 on STH 19 / West Madison Street and all associated side streets within said station range. Complete surface layer of HMA Pavement on STH 19/West Madison Street from Station 21+90.46 to Bridge B-28-072 in Stage 3.

If the contractor fails to complete Stage 1 work as described above prior to 12:00 AM July 23, 2017 the department will assess the contractor \$1,810 in interim liquidated damages for each calendar day that Stage 1 is not complete as described above after 12:01 AM, July 23, 2017. An entire calendar day will be charged for any period of time within a calendar day that the work described above is not completed beyond 12:01 AM, July 23, 2017.

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.

Stage 2

Stage 2 begins no earlier than June 5, 2017 and shall be completed prior to 11:59 PM August 12, 2017. Stage 2 continues from Stage 1 at Station 49+50 and extends to Station 62+75.

Complete Bridge B-28-175 and all underground work, roadway subbase, base, and lighting conduit from Station 49+50 to tie in location at B-28-104 on STH 19 / West Madison Street and all associated side streets within said station range.

Complete binder layer of HMA pavement, concrete curb and gutter, concrete sidewalks, driveways, street lighting, signing, and landscaping from Station 45+00 to Station 56+89 on STH 19 / West Madison Street and all associated side roads within said station range. Complete surface layer of HMA pavement, pavement marking and signing between Station 21+90.46 and Bridge B-28-175.

If the contractor fails to complete Stage 2 work as described above prior to 12:00 AM August 13, 2017 the department will assess the contractor \$1,810 in interim liquidated damages for each calendar day that Stage 1 is not complete as described above after 12:01 AM, August 13, 2017. An entire calendar day will be charged for any period of time within a calendar day that the work described above is not completed beyond 12:01 AM, August 13, 2017.

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.

Stage 3

Stage 3 begins no earlier than when the HMA pavement is complete as specified in Stage 1, and ends no later than 11:59 PM September 15, 2017.

Complete all underground work, concrete pavement, HMA pavement, concrete curb and gutter, concrete sidewalks, driveways, signing, pavement marking, street lighting and landscaping from Station 56+89 to Station 65+89.16 on STH 19 / West Madison Street / East Madison Street and all associated side roads within said station range.

Complete surface lift of HMA pavement and all pavement markings from Bridge B-28-175 to Station 56+89 on STH 19 / West Madison Street to the stage necessary to reopen STH 19 to through traffic, including all intersections.

C Meetings & Coordination

Prosecution and progress meetings will be held once a week. The contractor's superintendent or appointed representative shall attend and provide a written or linear schedule of the next week's operations that conforms to standard spec 108.4. Subcontractor's representatives for ongoing subcontract work or work beginning within the next two weeks shall also attend the meeting. Agenda items at the meeting will include a review of the contractor's linear schedule, an evaluation of progress, and revisions to the schedule, if necessary.

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

Coordinate with the City of Waterloo to provide access for garbage collection. Contact Mo Hansen at (920) 478-3025.

The United States Postal Service (USPS) has a facility across from the intersection of Jackson Street and STH 19. Continuous access to this facility must be provided at all times. When it is necessary to close access to this facility it must be during non-business hours and coordinated with the USPS a minimum of 72 hours in advance.

The United States Postal Service (USPS) maintains a mail collection box just west of the intersection of Jackson Street and STH 19. The United States Postal Service (USPS) also maintains a mail collection box and flag pole in front of the post office facility on the north side of the intersection of Jackson Street and STH 19. The USPS will relocate the collection boxes and flagpole prior to construction in this area. Contact the Waterloo Post Office at (920)-478-4335 two weeks prior to the start of construction to have these items removed.

The city of Waterloo will remove and reinstall way finding signs and local ordinance signs, and will install the street name signs not shown in the plan for the project. Contact Gary Yerges at (920) 478-9797 to arrange for installation prior to opening to traffic.

D Adjacent Properties and Access

Place and compact select crushed material and base aggregate within 48 hours of excavation to subgrade. Provide a temporary 3:1 sloped wedge in areas adjacent to existing sidewalk that will have greater than a six-inch drop from the sidewalk surface. Place and compact base aggregate dense to provide a ramp for driveway entrances at a maximum slope of 12% to the roadway base course elevation.

Protect all building faces from damage, dirt, and concrete. When doing work near buildings, put a shield (plywood, sheeting, etc.) up against the building to protect it. The cost of this work is included in the associated bid item(s) 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 dirt or concrete has adhered to the building face.

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

E Environmental Protection - Fish Spawning

There shall be no instream disturbance of the Mauneshia River from September 15 to May 15, both dates inclusive, as a result of construction activity under or for this contract in order to avoid adverse impacts upon the spawning of warm water fish.

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

Fish (20090901)

F Migratory Birds

Swallow and other migratory birds' nests have been observed on or under the existing bridge B-28-466. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act.

The nesting season for swallows and other birds is usually between May 1 and August 30. Either prevent active nests from becoming established, or apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds, or clearing nests from all structures before the nests become active in early spring. As a last resort, prevent birds from nesting by installing a suitable netting device on the remaining structure prior to nesting activity. Include the cost for preventing nesting in the cost of Removing Old Structure Over Waterway with Minimal Debris. Birds (20090901)

4. Traffic.

Close STH 19 to through traffic within the project limits while this project is under construction. A detour route will be utilized to route traffic around the project. The detour route for STH 19 follows STH 73 to IH 94 to STH 89 to STH 19, as detailed on the plans. The detour route for STH 19 and STH 89 follows STH 73 to IH 94 to STH 89, as detailed on the plans.

The STH 19 detour route signing shall remain in place for traffic throughout the construction project, with only local traffic being accommodated by the staged traffic. All traffic control devices not specified in the plans and needed to accommodate local traffic within the work zone will be considered incidental to the work being performed.

Furnish and install Alternate Business Access signs as detailed in the plans prior to closing STH 19.

Portable changeable message boards shall be placed on STH 19 and STH 89 as directed by the engineer in the field two weeks prior to the anticipated start date for the detour route.

Stage existing pavement removal to minimize disruption to traffic and access. Maintain existing pavement at all times except as required for continuous construction activities. Additional mobilizations for removals may be necessary and will be considered incidental to the contract. Backfill trenches for utility construction activities to finished grade before the end of the work day, except as required for construction activities or as directed by the engineer.

Pursue all staging operations in a timely and diligent manner, continuing all construction operations methodically from removal operations through the subsequent underground utilities, grading, paving, and replacing sidewalk to minimize the duration of construction and loss of access to residents and businesses.

Limit the duration of construction in each block of the community and during each stage of construction. Through coordination with the engineer, identify when access must be removed to each block of the community and when Access can be reestablished.

B Vehicle Access

Maintain local vehicle access at all times to properties within the work zone that do not have alternate access available outside the work zone, except as allowed herein. Maintain ramped driveway access at a maximum slope of 12% on existing driveway surface, compacted base aggregate dense, or finished driveway surface. Vehicular access to a property may be closed for a maximum of 48 hours in total for installation of storm sewer, sanitary sewer, or water main. Vehicle access to a property may be closed for a maximum of 48 hours in total for excavation to roadway subgrade. Vehicle access to a residential property maybe closed for a maximum of 5 calendar days in total to complete concrete pavement at the driveway. Provide pavement gaps for businesses without alternate access as shown in the plan details. Notify the property resident a minimum of 72 hours in advance of closing driveway access.

Notify the property resident a minimum of 72 hours in advance of driveway reconstruction to verify closure or staged driveway construction methods. Residential driveways may be closed for a maximum of 10 calendar days to complete concrete curb and gutter, concrete driveway, and concrete sidewalk items at the driveway approach. Coordinate with each business for the best time to construct driveways and sidewalks so as not to interrupt business operations during open hours. Construct driveway approaches to commercial properties in stages if the property does not have an alternate access available so that at least one access is maintained to each business at all times.

Maintain access within the work zone for emergency service vehicles at all times. The access route for emergency vehicles shall be clear of obstructions or hazards, including material stockpiles, equipment, exposed utility structures, and open excavations. The access route shall be a minimum of 15' wide. Delineate hazards adjacent to the route with traffic control devices. An emergency vehicle access route across the Mauneshia River Bridge B-28-466 is not required.

For emergency vehicle access, furnish, construct, and maintain a ramp of compacted base aggregate dense between closed side streets or open cross streets and the work zone at all times, including down to excavated subgrade. The ramps shall be a minimum of 15' wide and delineated with traffic control drums. The maximum ramp slope shall be 12%.

Use drums, barricades, flexible tubular markers, and safety fence to direct vehicular traffic in the work zone if required by the engineer. Protect and delineate hazards such as open excavations, abrupt drop-offs, and exposed manholes, inlets, and hydrants, with wedged material, drums, barricades, and safety fence as shown in the plans, special provisions, or as directed by the engineer. These items needed to direct local and emergency vehicle traffic within the work zone will be considered incidental to the work being performed.

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

D Pedestrian Access

Maintain existing sidewalk and provide pedestrian access to residents and businesses on STH 19 at all times, except as permitted herein. Provide and maintain existing and temporary

pedestrian crosswalk access as shown in the plans and included in this article. If the engineer determines that additional crosswalk locations are needed, provide them at locations as directed by the engineer. Existing and temporary sidewalk, pedestrian access, and crosswalks shall meet the requirements of the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and shall consist of existing or finish pavement surface or Temporary Surface. Gravel or base course material is not acceptable. The contract includes work items for Temporary Crosswalk and Temporary Curb Ramps to provide this access. Use these items to maintain crosswalks as detailed in the plans or directed by the engineer. Between Jackson Street and the east project limits maintain ADA accessible pedestrian access a minimum of 6' wide on either the existing sidewalks or a temporary sidewalk surface to all business and residential entrances.

Provide crosswalk access across all four legs of the STH 89 (Monroe St.) with STH 19 at all times, with the exception of temporary closures for the STH 19 crossings, then pedestrian access across STH 19 shall be maintained on B-28-104 and B-28-077. Furnish and install Temporary Curb Ramps when existing or finished curb ramps are not in place. All crosswalk access shall be on existing pavement, finished pavement, or temporary surface. Furnish and install Temporary Curb Ramps when existing or finished curb ramps are not in place.

Provide a minimum of one crosswalk access across STH 19 at the intersections of STH 19 with Van Buren Street, Harris Street, Jackson Street, Station 59+25, and Station 66+50, or as directed by the engineer. Crosswalk access shall be maintained at all times except that access may be closed for STH 19 concrete pavement construction. All crosswalk access shall be on existing pavement, finished pavement, or temporary surface. Furnish and install Temporary Curb Ramps when existing or finished curb ramps are not in place.

Provide temporary crosswalk access across closed side streets, outside the work zone, at all times as detailed in the plans and directed by the engineer. Furnish and install Temporary Curb Ramps at the crosswalk location.

Furnish and install Temporary Pedestrian Safety Fence along existing and temporary sidewalk surface where there are drop-offs greater than 6-inches within 1-foot of the sidewalk edge and a grass or turf buffer does not exist to delineate the edge of sidewalk for vision impaired pedestrians.

Furnish and install safety fence along existing and temporary sidewalk surface where there are drop-offs greater than 6-inches within 1-foot of the sidewalk edge and a grass or turf buffer does exist.

Traffic Control Drums or barrels shall not be used for guidance along pedestrian access routes.

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

Sidewalk closures for utility construction and sidewalk replacement is anticipated and shall be completed as follows:

Close sidewalk along STH 19 to complete utility service laterals crossing below the sidewalk and for excavation for subgrade that results in excavation within 2 feet of the existing sidewalk. Close sidewalk on only one side of STH 19 at any time and provide a sidewalk detour to the sidewalk on the opposite side of STH 19 as detailed in the plans. Sidewalk detour signs shall be incidental to the utility service lateral item. Reopen the closed sidewalk within 72 hours of the closure by replacing removed sidewalk sections with temporary surface material, and removing all sidewalk closure signs and barricades. Furnish and construct asphaltic surface temporary, concrete sidewalk, or other firm, stable, and slip resistant material that is approved by the engineer as a temporary surface for removed sidewalk sections. Compacted soils, sand, crushed stone, gravel, or asphaltic pavement millings are not acceptable temporary surface materials. The temporary surface width shall match the width of adjacent existing sidewalk and meet ADA guidelines for accessible routes. Backfill along the temporary sidewalk surface edges and compact to a minimum slope of 3:1 perpendicular to the sidewalk edge. Temporary surface material and construction for sidewalk replacement is considered incidental to the utility service lateral item that is installed.

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 bridge over the new concrete to the entrance until the new concrete has sufficient strength to carry pedestrian traffic without being damaged.

Close sidewalk along STH 19 and along intersecting side streets for removal of existing and temporary sidewalk and for construction of new concrete sidewalk. Close sidewalk on only one side of STH 19 and on only one side of an intersecting side street at any time. Provide a sidewalk detour as detailed in the plans. Sidewalk detour signs shall be incidental to the sidewalk construction item. Open the sidewalk to pedestrian traffic after backfilling the sidewalk and completing proposed curb ramps. The maximum closure duration for sidewalk replacement is 72 hours. Backfill along the sidewalk edges with topsoil or other finish surfaces as detailed in the plans. A temporary material may be substituted for sidewalk backfill to the top sidewalk edge and compacted to a minimum slope of 3:1 perpendicular to the sidewalk edge.

E Advance Notification

Notify the City of Waterloo Police Department, Fire Department, Waterloo Public Works Director (Gary Yerges at (920) 478-9797), and Waterloo Schools, 48 hours in advance of closing STH 19 and all closures of intersecting side streets. Notifications must be given by 4:00 PM on Thursday for any such work to be done on the following Monday.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

108-057 (20160607)

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 19 and STH 89 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

From noon Friday, May 26, 2017 to 6:00 AM Tuesday, May 30, 2017 for Memorial Day;

From noon Friday, June 30, 2017 to 6:00 AM Wednesday, July 5, 2017 for Independence Day;

From noon Friday, September 1, 2017 to 6:00 AM Tuesday, September 5, 2017 for Labor Day.

107-005 (20050502)

6. Railroad Insurance and Coordination.

A Description

Comply with standard spec 107.17 for all work affecting Wisconsin Southern Railroad Co. property and any existing tracks.

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Wisconsin and Southern Railroad Co.

Notify evidence of the required coverage, and duration to Roger Schaalma, Superintendent of Maintenance of Way, Wisconsin and Southern Railroad Co., 1890 East Johnson Street, Madison, WI 53704; TELEPHONE (608) 620-2044; Ext. 4201; FAX (608) 243-9225; email rschaalma@watcocompanies.com. Include the following information on the insurance document:

Project: 3050-02-72

Route Name: Wisconsin Southern Railroad Co., Jefferson County

Crossing ID: 392175J

Railroad Subdivision: Waterloo

Railroad Milepost: 145.18

A.2 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor. None

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

Contact Roger Schaalma, Superintendent of Maintenance of Way, Wisconsin and Southern Railroad Co., 1890 East Johnson Street, Madison, WI 53704; TELEPHONE (608) 620-2044; Ext. 4201; FAX (608) 243-9225; email rschaalma@watcocompanies.com for consultation on railroad requirements during construction.

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

A.4 Temporary Grade Crossing

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

A.5 Train Operation

Approximately 0 passenger trains and 2 through freight trains operate daily through the construction site. Through freight trains operate at up to 10-25 mph.

7. Hauling Restrictions.

At all times, conduct operations in a manner that will cause a minimum of inconvenience to the free flow of traffic on roadways carrying STH 19 and STH 89 traffic.

Use only City of Waterloo designated truck routes for material haul roads. Haul roads are detailed in standard spec 618. Contact the City of Waterloo Police Department at (920) 478-2343 for information on the City of Waterloo designated truck routes.

8. Utilities.

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

There are underground and overhead utility facilities located within the project limits. Coordinate construction activities with a call to Digger's Hotline or a direct call to the utilities that have facilities in the area as required per statutes. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

All station locations that are referenced are approximate locations.

PROJECT 3050-02-72

Charter Communications has existing overhead attached to Waterloo Water and Light Commission Electric power poles located from the beginning of the project limits through approximate Station 40+35, Lt., and underground facilities located from Station 40+35, LT – 48+00, RT.

As a result of new power poles being placed by Waterloo Water and Light Commission Electric, Charter will have to relocate their overhead attachments to the new power poles after the electric facilities have been relocated.

A new underground facility will be placed in a joint conduit with Frontier Communications and Waterloo Water and Light Commission Electric. This joint conduit will begin at Station 42+50, LT and continue through to approximately Station 50+00, LT. Beginning at Station 42+50, LT – 45+00, LT the joint conduit will be placed between the new curb and gutter and the new sidewalk. At Station 45+00, LT, placement of the joint conduit will be bored under the river. Beginning at Station 46+25, LT – 50+00, Lt. the joint conduit will be located in a position that is 3 feet inside the right of way on the left side. At Station 50+00, LT the joint conduit will cross the highway and maintain a minimum of 2 feet under the new highway proposed subgrade elevation. Placement of the joint conduit will continue 2 feet inside the right of way on the right side of Van Buren Street to a point beyond the project limits. A crossing will also be placed on Van Buren Street at approximately Station 9+50, and will parallel STH 19 approximately 1 foot inside the right highway right of way to a new pedestal that will be placed at approximately Station 48+40, RT.

Work to relocate Charter's facilities is expected to begin March 1, 2017, and is estimated to take approximately 20 working days to complete.

Field Contact for Charter is Ron Frase, N3760 CTH DJ, Juneau, WI 53039 (608) 438-9648 mobile or email Ronald.frase@charter.com.

Frontier Communications has existing overhead attached to Waterloo Water and Light Commission Electric power poles located from the beginning of the project limits through Station 40+35, LT., and underground facilities located from Station 40+35, Lt. – 48+00, RT.

As a result of new power poles being placed by Waterloo Water and Light Commission Electric, Frontier will have to relocate their overhead attachments to the new power poles after the electric facilities have been relocated.

A new underground facility will be placed in joint conduit with Charter Communications and Waterloo Water and Light Commission Electric. This joint conduit will begin at Station 42+50, LT and continue through to approximately Station 50+00, LT. Beginning at Station 42+50, LT – 45+00, LT the joint conduit will be placed between the new curb and gutter and the new sidewalk. At Station 45+00, LT placement of the joint conduit will be bored under the river. Beginning at Station 46+25, Lt. – 50+00, LT the joint conduit will be located in a position that is 3 feet inside the right of way on the left side. At Station 50+00, LT the joint conduit will cross the highway and maintain a minimum of 2 feet under the new highway proposed subgrade elevation. Placement of the joint conduit will continue 2 feet inside the right of way on the right side of Van Buren Street to a point beyond the project limits. A crossing will also be placed on Van Buren Street at approximately Station 9+50, and will parallel STH 19 approximately 1 foot inside the right highway right of way to a new pedestal that will be placed at approximately Station 48+40, RT.

Work to relocate Frontier's facilities is expected to begin March 1, 2017, and is estimated to take approximately 20 working days to complete.

Field Contact for Frontier is H&H Utility Excavating, Inc., W4038 Hoffman Rd., Plymouth, WI 53073 (920) 946-4387 mobile or email tony@hhutility.com.

Waterloo Water and Light Commission (Electric) has existing overhead and underground facilities located throughout the project limits.

The existing overhead poles facilities will be replaced or adjusted in their present location as necessary from the beginning of the project at Station 27+50, LT – 41+75, LT. New poles will be placed west of Minnetonka Way at Station 42+50, LT, 42+60, LT, and 42+70, LT. These new poles will be placed in line with the replaced or adjusted poles that are located to the west of Minnetonka Way. New down guys and anchors will be located between Station 42+80, LT – 42+95, LT. All poles will accommodate Charter and Frontier as necessary.

A new underground facility will be placed in joint conduit with Charter Communications and Frontier Communication from Station 42+50, LT – 50+00, LT. This joint conduit will begin at Station 42+50, LT and continue through to approximately Station 50+00, LT. Beginning at Station 42+50, LT – 45+00, LT the joint conduit will be placed between the new curb and gutter and the new sidewalk. At Station 43+50, LT an underground service conduit will be placed heading to the property on the left. At Station 45+00, LT placement of the joint conduit will be bored under the river. Beginning at Station 46+25, LT – 50+00,

LT the joint conduit will be located in a position that is 3 feet inside the right of way on the left side. At Station 50+00, LT the joint conduit will cross the highway and maintain a minimum of 5 feet under the bottom of the existing bridge wing walls. On the east side of the river Waterloo Electric will trench back to approximately Station 48+25, LT where their facilities will be removed to the left off the project.

A second underground facility will be placed beginning at Station 45+00, LT – 46+75, LT where a conduit will be placed across STH 19 to supply power to the existing lift station on the right side. Placement for this conduit at Station 46+75 will be done during construction, and will take approximately 1/2 working days to complete. The contractor shall notify Waterloo Electric a minimum of 14 business days prior to placement of the “Finished 12-inch Select Crushed Material.” Follow up with a confirmation notice to the Waterloo Electric not less than 3 working days before the site will be ready for their work to begin.

All Electric underground facilities located from Station 37+75, LT – 47+80, LT will be discontinued in place and relocated.

Waterloo Electric anticipates their construction as described above will begin on March 3, 2017. The estimated time to complete the relocation of all their facilities is approximately 50 working days.

Field Contact for City of Waterloo Water and Light Commission is Barry Sorenson, 575 Commercial Ave., Waterloo, WI 53594-2400, (920) 478-2260 or email bsorenson@wppienergy.org.

We Energies (Gas) has existing underground facilities located throughout the project limits.

We Energies will replace their existing facilities with 6” PE and steel gas mains within the project area as follows:

Station 28+50 – 33+55, LT

Station 33+55 cross highway at approximately 4.5 feet

Station 33+55 – 65+55, RT

Station 41+50 cross highway at approximately 5.0 feet to Minnetonka Way

Station 49+75 cross Van Buren St. at approximately 5.0 feet

Station 51+60 service connection crossing at approximately 4.0 feet

Station 52+10 service connection crossing at approximately 4.0 feet

Station 52+90 service connection crossing at approximately 3.5 feet

Station 53+25 cross Harrison St. at approximately 3.5 feet

Station 54+50 service connection crossing at approximately 3.5 feet

Station 56+30 cross highway at approximately 3.5 feet

Station 49+75 cross S Jackson St. at approximately 4.0 feet

Station 58+95 service connection crossing at approximately 4.0 feet

Station 62+00 cross highway at approximately 4.0 feet

Station 63+60 cross highway at approximately 4.0 feet

Station 64+40 service connection crossing at approximately 4.0 feet

Station 65+00 service connection crossing at approximately 4.0 feet

The existing facilities on the bridge Structure B-28-072 and on bridge Structure B-28-104 will not be replaced and will remain active. All gas service laterals in the project area will be replaced with PE material. All replaced gas mains and service laterals running parallel to, or crossing the road will be installed at approximate depths and offsets to avoid conflicts with the proposed and existing water mains, sanitary sewers, and storm sewer installation.

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

All We Energies gas facilities that are being replaced due to this project will be purged of gas and discontinued in place. This includes the 4" steel gas main from approximately Station 10+75C to approximately Station 59+60, and the 3" steel gas main from approximately Station 60+65 to approximately Station 65+55.

Portions of the existing 4" steel gas main from approximately Station 46+50 to approximate Station 59+50 (including the gas main on the bridge Structure B-28-466) will be purged of gas and discontinued in place.

Contractor will contact We Energies before removing any gas facilities or electrical underground cables, to verify that they have been discontinued and carry no natural gas or electrical current. The contractor must not assume that unmarked gas facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24 hour Dispatch lines to arrange for this verification.

We Energies Gas Dispatch, (800) 261-5325
We Energies Electric Dispatch, (800) 662-4797

All of We Energies work will be completed prior to construction.

Field Contact for We Energies is John Anderson, 1251 W Main St., Sun Prairie, WI 53590, (920) 262-6884 office, (608) 513-2260 mobile, or e-mail john.anderson@we-energies.com.

Waterloo Water and Light Commission (Sewer) has existing underground sanitary sewer facilities that will be relocated according to the plans and additional articles in the project special provisions. This work will be done as part of the tied contract 3050-02-73. Work will be completed prior to and during construction.

Field contact is Mitchell Leisses, 107 Parallel St., Beaver Dam, WI 53916, (920) 356-9447 office, (920) 210-6330 mobile, or e-mail mleisses@kunkelengineering.com.

Waterloo Water and Light Commission (Water) has existing underground water facilities that will be relocated according to the plans and additional articles in the project special provisions. This work will be done as part of the tied contract 3050-02-73. Work will be completed prior to and during construction.

Field contact is Mitchell Leisses, 107 Parallel St., Beaver Dam, WI 53916, (920) 356-9447 (office), (920) 210-6330 (mobile) or e-mail mleisses@kunkelengineering.com.

PROJECT 3050-02-73

Waterloo Water And Light Commission (Water) has underground facilities located within the project limits. Relocation of the underground facilities will be completed as part of contract 3050-02-72.

Field contact is Mitchell Leisses, 107 Parallel St., Beaver Dam, WI 53916, (920) 356-9447 office, (920) 210-6330 mobile, or e-mail mleisses@kunkelengineering.com.

Waterloo Water And Light Commission (Sewer) has underground facilities located within the project limits. Relocation of the underground facilities will be completed as part of contract 3050-02-72.

Field contact is Mitchell Leisses, 107 Parallel St., Beaver Dam, WI 53916, (920) 356-9447 office, (920) 210-6330 mobile, or e-mail mleisses@kunkelengineering.com.

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

Waterloo Utilities personnel or its designated representatives will observe and inspect the construction of the sanitary sewer and water main under this contract. Compliance testing shall be performed by the contractor in the presence of Waterloo Utilities personnel or its designated representatives. Final acceptance of the sanitary sewer and water main construction will be by Waterloo Utilities personnel.

10. General Requirements for Sanitary Sewer and Water Main.

Perform all sanitary sewer and water main work under this contract according to the Standard Specifications for Sewer and Water main Construction in Wisconsin, 6th Edition, including all subsequent addenda. These specifications are referred to as the Wisconsin S&W Specifications herein.

If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

11. Disposal of Material and Salvage for Sanitary Sewer and Water Main.

Surplus or unsuitable excavated material, and materials from structures to be abandoned shall be disposed of in a legal manner at a site to be provided by the contractor as per Section 2.2.11 of the Wisconsin S&W Specifications. The contractor is solely responsible for securing a site and disposal of all materials from this project per all Wisconsin DNR and Federal regulations. Owner has first right to all salvageable items. Deliver all materials chosen to be salvaged to a location designated by the owner. Include all costs associated with disposal of materials and salvage in the bid price for which this work is associated.

12. Drainage of Excavation and Dewatering for Sanitary and Water Work.

A Description

Drain the excavation, construct dewatering sumps, and install and operate dewatering pump wells for sanitary and water work according to sections 2.2.12 and 2.2.13 of the Standard Specifications for Sewer and Watermain Construction in Wisconsin. Plan and implement measures to comply with WDNR Tech Standard 1061 to minimize stream siltation from discharge water from dewatering operations and comply with the requirements of standard spec 107.18(3) of the standard specifications. Pump groundwater into a settling tank to settle solids prior to discharging the water into a designated storm sewer.

A.1 General

Provide all equipment and personnel necessary to conduct dewatering operations as required for the proper completion of the work. Prepare a dewatering plan and submit it to the engineer for review and approval prior to starting dewatering operations. Include in the plan a description of the proposed dewatering methods and maps or drawings indicating the locations of dewatering facilities and the points of surface discharge of the water.

Review and approval of the dewatering plan does not relieve the contractor of the dewatering requirements stated in these specifications. The engineer assumes no liability for the performance or safety of the dewatering system.

Comply with all local and state ordinances for the disposal of groundwater from dewatering operations. Contact the Wisconsin Department of Natural Resources Private Water Supply Section prior to construction for dewatering discharge requirements and permits, and comply with all conditions of the Department of Natural Resources. File a copy of the permit with the owner 48 hours prior to commencement of any dewatering.

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

Do not allow water in trenches while laying the pipe.

Conduct dewatering in a manner that assures safe working conditions and provides stable trench side slopes and trench bottom for adequate support of the pipe and appurtenances. Conduct dewatering sufficiently to minimize or eliminate groundwater pressures below the proposed trench bottom, which otherwise may tend to cause boiling or a “quick” condition at the trench bottom. Where silty sands or other impervious soils are encountered at and/or below the pipe zone, dewatering must be adequate to relieve the groundwater pressure below the impervious soil layer and accomplish sufficient drainage of the impervious soils to provide a stable trench bottom.

Pump water from dewatering operations directly to a minimum 1,500-gallon-capacity holding tank to allow for settlement of large solids. Periodically pump groundwater from the top of the settling tank into the storm sewer system. Meter the volume of groundwater discharged to the sewer system.

Notify the engineer at least three days in advance of any proposed changes in the dewatering plan.

Any flooding or erosion damage caused by dewatering operations will be the responsibility of the contractor. If flooding or erosion damage occurs, take immediate steps to eliminate those conditions and to correct any damage at contractor expense. The control of all surface and subsurface water, ice, and snow are considered part of the dewatering. Exercise erosion control at all times, including the placement of silt fences, sedimentation basins, and any other devices necessary for proper control.

Dispose of all water removed so as not to endanger public health, private and public property or completed work. Use only electrically-driven pumps for dewatering. Provide sufficient mufflers or other noise reduction devices necessary to minimize the noise of the equipment. If ordered by the engineer, reduce noise to an acceptable level (as determined by the engineer) or supply an alternate system capable of meeting the noise requirements. This will apply to any equipment utilized as part of the dewatering system.

Provide stand-by equipment to maintain continuous dewatering in the event of mechanical breakdown to part of the system.

Remove and/or abandon all dewatering wells in conformance with all state and local regulations.

D (Vacant)

E Payment

This work will not be paid for separately, but shall be considered incidental to the bid prices for associated work under this contract. Dewatering will be incidental to the contract, and includes all work necessary for pumping, settling, and discharging water; for any disposal fees required by the City of Waterloo; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

13. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

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

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 prior to the start of work under this contract and hold a meeting one week prior to each traffic staging change. The contractor shall arrange for a suitable location that provides reasonable accommodation for public involvement for the meeting(s). The department will prepare and coordinate publication of the meeting notices and mailings for the meeting(s). The contractor shall schedule the meeting(s) with at least two weeks' prior notice to the engineer to allow for these notifications.
108-060 (20141107)

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Brian Taylor at (608) 245-2630.
107-054 (20080901)

16. Erosion Control Structures.

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

In the event that construction activity does not disturb the existing ground below the Q2 elevation, the above timing requirements for permanent erosion control shall be waived.
107-070 (20030820)

17. Construction Over or Adjacent to Navigable Waters.

Add the following to standard spec 107.19:

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

18. Environmental.

Supplement standard spec 107.20 with the following:

Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial topsoil stripping operation through the subsequent grading, re-topsoiling, and installation of erosion control devices in order to minimize the period of exposure to possible erosion.

Stockpile spoil material on upland sites an adequate distance from the stream and any open water created by excavation. Install filter fabric silt fence between spoil material and the stream and between the entire disturbed area and the waterway.

WDNR mandates that appropriate erosion control measures be applied to borrow and waste areas during and following construction. Following completion of the project, restore borrow and waste areas and properly seed, mulch, and protect them from the effects of erosion.

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

Remove all temporary erosion control measures after disturbed areas are stabilized or at the direction of the engineer.

Existing waterways and sensitive areas shall be protected. Do not disturb or store any equipment or materials in these areas without prior approval from the engineer. Store materials upland and away from the waterway. Do not wash out equipment in drainage ways or direct conduits to waters of the state. Keep slurry out of drainage ways.

If dewatering is required, filter or settle the dirty water prior to off-site release or into a waterway. Dissipate the release as to not cause any scour outflow area.

Provide the Erosion Control Implementation Plan (ECIP) 14 days prior to the pre-construction conference. The contractor shall prepare and submit an ECIP for the project, including borrow sites and material disposal sites, according to Wis. Adm. Code Chapter TRANS 401 requirements. The erosion control implementation plan shall supplement information shown on the plans and shall not reproduce it. The erosion control implementation plan will identify how the contractor intends to implement the project's erosion control plan.

Re-topsoil graded areas, as designated by the engineer, immediately after grading is completed within those areas. Landscape all topsoiled areas as the plan shows or as directed by the engineer within five calendar days after placement of topsoil.

Re-topsoil and install erosion mat and rip rap in drainage channels within five calendar days of beginning of drainage channel grading, as designated by the engineer.

Keep all public roadways clean and free from dirt and debris at all times. Provide a self-contained mechanical or air conveyance street sweeper, and dispose of the accumulated material. All street sweeping due to contractor hauling operations is considered incidental to the contract.

19. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

1. Prior to leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;

3. Inspect boat hulls, propellers, trailers, and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can prior to leaving the area or infested waters; and
4. Disinfect your boat, equipment and gear by either:
 - a. Washing with ~212° F water (steam clean), or
 - b. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
 - c. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore this disinfect should be used in conjunction with a hot water (>104° F) application.

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

107-055 (20130615)

20. Environmental Protection, Dewatering.

Supplement standard spec 107.18 as follows:

If dewatering is required, treat the water to remove suspended sediments by filtration, settlement, or other appropriate best management practice prior to discharge. The means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for dewatering at each location it is required. The submittal shall also include the details of how the intake will be managed to not cause an increase in the background level turbidity prior to treatment and any additional erosion controls necessary to prevent sediments from reaching the project limits or wetlands and waterways. Guidance on dewatering can be found on the Wisconsin Department of Natural Resources website located in the Storm Water Construction Technical Standards, Dewatering Code #1061, "Dewatering". This document can be found at the WisDNR website: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html

The cost of all work and materials associated with water treatment and/or dewatering is incidental to the bid items with which the work is associated.

21. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.

John Roelke, License Number AII-119523, inspected Structure B-28-0466 for asbestos on 07/23/2013. No regulated Asbestos Containing Material (ACM) was found on this structure. A copy of the inspection report is available from: Brian Taylor, at TEL: (608) 245-2630.

According to NR447 and DHS159 , ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days prior to beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Brian Taylor, at TEL: (608) 245-2630, and DOT BTS-ESS attn: Hazardous Materials Specialist PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

Use the following information to complete WisDNR form 4500-113 :

- Site Name: Structure B-28-466, STH 19-W Madison St. over Maunesha River
- Site Address: Section 06 T08N R13E
- Ownership Information: WisDOT Transportation SW Region, 2101 Wright Street, Madison, WI 53704
- Contact: Jeremy M. Hall
- Phone: (608) 245-2655
- Age: 78 years old. This structure was constructed in 1938.
- Area: 2491 SF of deck

Insert the following paragraph in Section 6.g.:

- If asbestos not previously identified is found or previously non-friable asbestos becomes crumbled, pulverized, or reduced to a powder, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response according to standard spec 107.24. Keep material wet until it is abated or until it is determined to be non-asbestos containing material.

107-125 (20120615)

22. Notice to Contractor, Inadvertent Discovery of Contaminated Soil or Asbestos Containing Materials.

A Description

Notice to the Contractor – Inadvertent Discovery of Contaminated Soil or Asbestos Containing Materials

If contaminated material other than identified in the special provisions or asbestos containing 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.

A.3 Coordination

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

Contact Sharlene TeBeest
 WisDOT BTS-ESS
Address: RM 451 Hill Farm State Building
 4802 Sheboygan Ave.
 Madison WI 53707-7965
Office: (608) 266-1476
Cell: (608) 692-4546
Email: sharlene.tebeest@dot.wi.gov

Environmental Consultant:

Contact Daniel Haak
 TRC Environmental
Address 708 Heartland Trail
 Madison WI 53717
Office (608) 826-3600
Cell (608) 886-7423

The role of the environmental consultant will be limited to:

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

23. Notice to Contractor, Old Coal Chute Voids.

Many of the buildings throughout the Downtown Historic District from Station 60+35.31 to Station 65+89.16 had coal chutes that extended under the sidewalk. The majority of the old coal chutes have been walled up from the inside of the building's basements, however, it is unknown if the chutes themselves were backfilled entirely. It is expected that voids will be found along the building faces when the sidewalk is removed where the old coal chutes used to be. If such voids are encountered, suspend excavation in that area and notify the engineer and coordinate backfilling efforts adjacent to building as noted below.

The contractor shall coordinate required backfilling work adjacent to buildings under this contract with the City of Waterloo and property owner(s). Contact Mo Hansen at (920) 478-3025.

24. Basement Extensions.

There are three basement extensions in the Downtown Historic District that extend out under the sidewalk from approximately Station 64+00 – Station. 64+70. Perform all construction activities with extreme care/caution as to protect the integrity of the existing foundation walls. This may require hand shoveling and special compaction efforts near these walls.

25. Removing Old Structure Over Waterway With Minimal Debris Station 47+48, Item 203.0600.S.01.

Conform to standard spec 203 as modified in this special provision.

Add the following to standard spec 203:

203.3.6 Removals Over Waterways and Wetlands

203.3.6.2 Removing Old Structure Over Waterway with Minimal Debris

- (1) Remove the existing Structure B-28-466 over the Mauneshia River in large sections and conforming to the contractor's approved structure removal and clean-up plan. During superstructure removal, prevent all large pieces and minimize the number of small pieces from entering the waterway or wetland. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. The contractor may leave limited amounts of small concrete pieces scattered over the waterway floor or wetland only if the engineer allows.
- (2) Submit a structure removal and clean-up plan as part of the Erosion Control Implementation Plan required under standard spec 107.20. Do not start work under the structure removal and clean-up plan without the department's written approval of the plan. Include the following information in the structure removal and clean-up plan:
 - Methods and schedule to remove the structure.
 - Methods to control potentially harmful environmental impacts.
 - Methods for superstructure removal that prevent all large pieces and minimize the number of small pieces from entering the waterway or wetlands.
 - Methods to control dust and contain slurry.
 - Methods for removing piers and abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
 - Methods for cleaning the waterway or wetlands.
- (3) If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

Add the following Removing Old Structure bid item to standard spec 203.5.1:

ITEM NUMBER	DESCRIPTION	UNIT
203.0600.S.01	Removing Old Structure Over Waterway With Minimal Debris Station 47+48	LS

203-020 (20080902)

26. Removing Retaining Wall & Steps, Item 204.9090.S.01.

A Description

This special provision describes removing Retaining Wall & Steps in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Retaining Wall & Steps by the lineal foot, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.01	Removing Retaining Wall & Steps	LF

204-025 (20150630)

27. Base Aggregate Dense ¾-Inch, Item 305.0110.

Revise standard spec 301.2.4.3 as follows:

Furnish aggregate classified as crushed stone, from a department-approved quarry, for ¾-Inch base when used in the top 3 inches of the unpaved portion of the shoulder or for unpaved driveways and field entrances.
(SWR 305.01-09212015)

28. Base Aggregate Dense 1¼-Inch.

Revise standard spec 305.2.2.1 when base is $\geq 50\%$ crushed gravel as follows:

Use 1 ¼-Inch base aggregate that conforms 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 305.02-08032016)

29. QMP Base Aggregate.

A Description

A.1 General

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.
- (2) Conform to standard spec 301, standard spec 305, and standard spec 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
 1. Production and placement control and inspection.
 2. Material sampling and testing.

- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at: <http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/rdwy/default.aspx>

A.2 Contractor Testing for Small Quantities

- (1) The department defines a small quantity, for each individual Base Aggregate bid item, as a plan quantity of 9000 tons or less of material as shown in the schedule of items under that bid item.
- (2) The requirements under this special provision apply equally to a small quantity for an individual bid item except as follows:
1. The contractor need not submit a full quality control plan but shall provide an organizational chart to the engineer including names, telephone numbers, and current certifications of all persons involved in the quality control program for material under affected bid items.
 2. Divide the aggregate into uniformly sized sublots for testing as follows:

Plan Quantity	Minimum Required Testing
≤ 1500 tons	One test from production, load-out, or placement at the contractor's option ^[1]
> 1500 tons and ≤ 6000 tons	Two tests of the same type, either from production, load-out, or placement at the contractor's option ^[1]
> 6000 tons and ≤ 9000 tons	Three placement tests ^{[2] [3]}

- ^[1] If using production tests for acceptance, submit test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.
- ^[2] For 3-inch material, obtain samples at load-out.
- ^[3] If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
 4. Department verification testing is optional for quantities of 6000 tons or less.
- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

B Materials

B.1 Quality Control Plan

- (1) Submit a comprehensive, written quality control plan to the engineer at or before the pre-construction meeting. Do not place base before the engineer reviews and comments on the plan. Construct the project as that plan provides.

- (2) Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in each of the contractor's laboratories as changes are adopted. Ensure that the plan provides the following elements:
 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
 2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
 3. A list of source and processing locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
 4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.
 5. Descriptions of stockpiling and hauling methods.
 6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
 7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

B.2 Personnel

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

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

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

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

B.3 Laboratory

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

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

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

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

- (1) Document all placement observations, inspection records, and control adjustments daily in a permanent field record. Also include all test results in the project records. Provide test results to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute tabulated results using a method mutually agreeable to the engineer and contractor.

B.4.3 Control Charts

- (1) Plot gradation and fracture on the appropriate control chart as soon as test results are available. Format control charts according to CMM 8.30. Include the project number on base placement control charts. Maintain separate control charts for each base aggregate size, source or classification, and type.
- (2) Provide control charts to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute charts using a method mutually agreeable to the engineer and contractor. Update control charts daily to include the following:
 1. Contractor individual QC tests.
 2. Department QV tests.
 3. Department IA tests.
 4. Four-point running average of the QC tests.
- (3) Except as specified under B.8.2.1 for nonconforming QV tests, include only QC tests in the running average. The contractor may plot process control or informational tests on control charts, but do not include these tests, conforming QV tests, or IA tests in the running average.

B.5 Contractor Testing

- (1) Test gradation, fracture, liquid limit, and plasticity index during placement for each base aggregate size, source or classification, and type.

- (2) Test gradation once per 3000 tons of material placed. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.
- (3) Split each 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.
- (4) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (5) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

B.6 Test Methods

B.6.1 Gradation

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

4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When two consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.

- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:
 1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
 2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
 3. The fracture control limit is exceeded by more than 10.0 percent.

B.8 Department Testing

B.8.1 General

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

B.8.2 Verification Testing

B.8.2.1 General

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
 1. One non-random test on the first day of placement.
 2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.
- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.

- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

B.8.3 Independent Assurance

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
 1. Split sample testing.
 2. Proficiency sample testing.
 3. Witnessing sampling and testing.
 4. Test equipment calibration checks.
 5. Reviewing required worksheets and control charts.
 6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in B.9.

B.9 Dispute Resolution

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

C (Vacant)

D (Vacant)

E Payment

- (1) Costs for furnishing all sampling, testing, and documentation required under this special provision are incidental to this work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the non-performance of QMP Administrative item.
- (2) For material represented by a running average exceeding a control limit, the department will reduce pay by 10 percent of the contract price for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2.

301-010 (20151210)

30. Bike Lane Concrete Pavement.

Construct concrete pavement for bike lanes according to section 415 of the standard specifications including straightedging as specified in 415.3.11.5 and sawing of transverse joints as specified in 415.3.9.2(10). Finish all concrete pavement according to standard spec 415.3.11.6.2 (turf drag) of the standard specifications. Hand tooling of contraction joints is not allowed.

31. Bar Steel Reinforcement HS Stainless Structures, Item 505.0800.S.

A Description

This special provision describes furnishing and placing stainless steel reinforcing bars and associated stainless steel bar couplers.

Conform to standard spec 505 as modified in this special provision.

B Materials

B.1 General

Furnish stainless steel reinforcing bars conforming to ASTM A955 and to one of the following Unified Numbering System (UNS) designations: S31653, S31803, S32205, or S32304. Supply grade 60 bars, all of the same UNS designation. Conform to the chemical composition specified for the given UNS designation in ASTM A276 table 1.

Supply bars that are free of dirt, mill scale, oil, and debris by pickling to a bright or uniform light finish. The department may reject bars displaying rust/oxidation, questionable blemishes, or lack of a bright or uniform pickled surface.

Furnish chairs or continuous supports made of stainless steel or recycled plastic to support high-strength stainless bar steel reinforcement subject to the plastic chair restriction stated in standard spec 505.3.4(1).

Furnish couplers made from one of the UNS alloys allowed for bar steel.

Furnish tie wire made from one of the UNS alloys allowed for bar steel or from an engineer-approved plastic or nonmetallic material. Ensure that stainless steel tie wire is dead soft annealed.

B.2 Fabrication

Before fabrication, supply test results from an independent testing agency certifying that the reinforcement meets the requirements of Annex A1 of ASTM A955.

Bend bars conforming to standard spec 505.3.2 and according to ASTM A955. Bend and cut bars using equipment thoroughly cleaned or otherwise modified to prevent contamination from carbon steel or other contaminants. Use tools dedicated solely to working with stainless steel.

B.3 Control of Material

Identify reinforcement bars delivered to the project site with tags bearing the identification symbols used in the plans. Include the UNS designation, heat treat condition, heat number, grade corresponding to minimum yield strength level, and sufficient documentation to track each bar bundle to a mill test report.

Provide samples for department testing and acceptance according to CMM 8-50 Exhibit 1 requirements for concrete masonry reinforcement for uncoated bar steel.

Provide mill test reports for the project that do the following:

1. Verify that sampling and testing procedures and test results conform to ASTM A955, ASTM A276 table 1, and these contract requirements.
2. Include a chemical analysis with the UNS designation, heat lot identification, and the source of the metal.
3. Include tensile strength, yield strength, and elongation tests results conforming to ASTM A955 for each size furnished.
4. Certify that the bars have been pickled to a bright or uniform light finish.

C Construction

C.1 General

Ship, handle, store, and place the stainless steel reinforcing as follows:

1. Separate from regular reinforcement during shipping. Pad points of contact with steel chains or banding, or secure with non-metallic straps.
2. Store on wooden cribbing separated from regular reinforcement. Cover with tarpaulins if stored outside.
3. Handle with non-metallic slings.

4. Do not flame cut or weld. Protect from contamination when cutting, grinding, or welding other steel products above or near the stainless steel during construction.
5. Place on plastic or stainless steel bar chairs. If placing stainless steel chairs on steel beams, use chairs with plastic-coated feet.
6. Tie with stainless steel wire or an engineer-approved plastic or nonmetallic material.

Do not tie stainless steel reinforcing bars to, or allow contact with, uncoated reinforcing bars or galvanized steel. Maintain at least 1-inch clearance between stainless steel bars or dowels and uncoated or galvanized steel. Where 1-inch clearance is not possible, sleeve bars with a continuous polyethylene or nylon tube at least 1/8-inch thick extending at least 1 inch in each direction and bind with nylon or polypropylene cable ties. Sleeves are not required between stainless steel bars and shear studs. Stainless steel bars can be in direct contact with undamaged epoxy-coated bars.

Cut flush with the top flange or remove uncoated fasteners, anchors, lifting loops, or other protrusions into a bridge deck before casting the deck on prestressed concrete beams.

C.2 Splices

Splice as the plans show. Provide stainless steel couplers conforming to the minimum capacity, certification, proof testing, and written approval requirements of standard spec 550.3.3.4. The contractor may substitute stainless steel couplers for lap splices the plans show if the engineer approves in writing.

If increasing or altering the number or type of bar splices the plans show, provide revised plan sheets to the engineer showing the reinforcement layout, type, length, and location of revised bar splices and revised bar lengths. Obtain engineer approval for the location of new lap splices or substitution of mechanical bar couplers before fabrication. Ensure that new lap splices are at least as long as those the plans show.

D Measurement

The department will measure Bar Steel Reinforcement HS Stainless Structures by the pound acceptably completed, computed from the nominal weights of corresponding sizes for carbon steel deformed bars in AASHTO M31 regardless of stainless steel alloy provided. The department will not measure extra material used if the contractor alters the reinforcement layout as allowed under C.2, extra material for splices or couplers the plans do not show, or the weight of devices used to support or fasten the steel in position.

The department will measure the Bar Couplers Stainless bid items as each individual coupler 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
505.0800.S	Bar Steel Reinforcement HS Stainless Structures	LB

Payment for Bar Steel Reinforcement HS Stainless Structures is full compensation for furnishing and placing stainless steel reinforcing bars, including supports. Where the plans specify bar couplers, the department will pay for the length of bars as detailed with no deduction or increase for installation of the coupler.

Payment for the Bar Couplers Stainless bid items is full compensation for providing couplers; including bar steel that is part of the coupler and not detailed in the plan; for threading reinforcing bars; for installing and coating the splice; and for supplying and testing three couplers.

505-005 (20141107)

32. General Provisions for Storm Sewer.

Construct all round and elliptical shape storm sewers and catch basins, manholes, and inlets according to the pertinent provisions of standard spec 607, 608, 610 and 611 as shown on the plans, and as follows.

Concrete mortar shall be installed between the pipe and the manhole cut-out to the satisfaction of the engineer so as to fill any gaps and finish the interior flowline of the manhole.

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

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

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

33. Cover Plates Temporary, Item 611.8120.S.

A Description

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

B Materials

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

C (Vacant)

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	Each

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

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

611-006 (20151210)

34. Fence Safety, Item 616.0700.S.**A Description**

This special provision describes furnishing and installing a plastic fence at locations shown on the plans and as hereinafter provided.

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.

616-030 (20160607)

35. Field Facilities.

Replace standard spec 642.2.2.4 (1) with the following:

Furnish a facility with a minimum area of 1,000 square feet.

36. Temporary Pedestrian Safety Fence, Item 644.1616.S.

A Description

This special provision describes furnishing, installing, maintaining, removing, and disposing temporary pedestrian safety fence at locations the plans show or the engineer directs.

B Materials

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

Furnish select 2x4 dimensional lumber.

Furnish fence fabric meeting the following requirements.

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh Opening:	1-inch min to 3-inch max
Resin/Construction:	High density polyethylene mesh
Service Temperature:	-60° F to 200° (ASTM D648)
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)

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

C Construction

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

Construct wooden frames as the plans show using nails or screws as fasteners.

Secure fence fabric to frame with staples. Overlap fence fabric rolls at a vertical member of the frame.

Drive fence posts to the depth the plans show. Provide a post for each vertical member of the frame. For installations on paved surfaces, anchor the post to the paved surface.

Secure frame to fence posts as shown in the plans, with the fence fabric facing away from the pedestrian facility.

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

D Measurement

The department will measure Temporary Pedestrian Safety Fence by the linear foot, acceptably completed, and measured along the base of the fence.

E Payment

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

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

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

37. Municipality Acceptance of Street Lighting.

The City of Waterloo utilities personnel or its designated representatives will observe and inspect the construction of the street lighting system under this contract. Compliance testing shall be performed by the contractor in the presence of city/Utility personnel or its designated representatives. Final acceptance of the street lighting construction will be by the City of Waterloo.

38. Street Lighting General.

The work includes labor, material, equipment, utilities, transportation, and equipment to install a complete street lighting system including in part; control cabinets, lighting controls, wiring, conduits, concrete light bases, poles, mast arms, luminaires and other related equipment, ready to use and acceptable to the City of Waterloo. The contractor is expected to visit the site and review the existing electrical service equipment prior to submitting a bid

for this work. The street lighting work shall include all wiring and equipment required to properly install a complete working system. The intent of the drawings and specifications is to obtain a complete street lighting system; tested, adjusted and ready for operation. Incidental data not usually shown or specified, but necessary for proper installation and operation, shall be included.

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

The electrical supplier is Waterloo Water and Light, a municipally owned electric utility. The contractor is responsible for coordinating electrical service construction and equipment sizing with the Waterloo Water and Light office to ensure that their standards are met. Contact information is as follows:

Mr. Barry Sorenson, Utility Superintendent
Waterloo Water and Light
Telephone: (920) 478-2260
Email: bsorenson@wppienergy.org

Prior to ordering any street lighting equipment, the contractor shall submit product literature and catalog cuts of materials and equipment to the Waupun Utilities to verify conformance with current local standards.

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

All tests required by the Code shall be completed prior to energizing the circuits. The contractor shall be present at the time the circuits are energized. Any failures detected upon the application of electrical current shall be immediately corrected by the contractor.

The approved products list is located at:

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

39. General Requirement for Electrical.

Supplement standard spec 104.61 with the following:

Dry brooming of the pavement will not be allowed.

When engaged in roadway cleaning operations, use equipment having vacuum or water spray mechanisms to eliminate the dispersion of particulate matter into the atmosphere. If

vacuum equipment is employed, it must have a suitable self-contained particulate collector to prevent discharge from the collection bin into the atmosphere.

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

A Description

This special provision describes conducting a crack and damage survey of the residences and business located at 381 West Madison Street, 422 West Madison Street, and all buildings adjacent to STH 19 between Station 59+00 and 65+89.1.

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

B (Vacant)

C Construction

Prior to any construction activities, thoroughly inspect the building structures for existing defects, including interior and exterior walls. Submit a written report of the inspector's name, date of inspection, descriptions and locations of defects, and photographs. The intent of the written report and photographs is to procure a record of the general physical condition of the building's interior and exterior walls and foundation. The report shall be typed on bond paper and be in text form.

The photographs shall be taken by a professional photographer capable of producing sharp, grain free, high-contrast colored pictures with good shadow details. The photographs shall be 3½ inch by 5 inch color prints, glossy, and mounted in protective storage pages with clear slip-in pockets and clear background. Each sheet shall hold four prints. The back of each photograph shall contain the following information:

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

Prior to the start of any construction activities pertinent to this survey, submit a copy of the written report and photographs to the engineer.

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

In lieu of photographs, a professional videographer may be hired to use a video camera capable of producing a video with the clarity required to perform this work.

D Measurement

The department will measure Crack and Damage Survey as single complete unit of work.

E Payment

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

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

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

999-010 (20130615)

41. Trench Backfill-Water and Sanitary, Item SPV.0035.21.**A Description**

Furnish and install granular material in lieu of excavated material for watermain and sanitary sewer installation as shown on the plans, and as hereinafter provided.

B Materials

Trench Backfill Water and Sanitary shall conform to s.8.43.4 of the Wisconsin W&S Specifications. Pit-run sand or gravel will be suitable backfill material provided it conforms to the gradation requirements of s. 8.43.4. At the request of the engineer and at no additional cost, furnish documentation of gradation testing, showing conformance to Table 37 of s. 8.43, for the material being furnished for Trench Backfill.

C Construction

Install Trench Backfill Water and Sanitary per s.2.6.0 of the Wisconsin W&S Specifications.

D Measurement

The department will measure Trench Backfill Water and Sanitary by the cubic yard.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.21	Trench Backfill-Water and Sanitary	CY

Payment is full compensation for disposing of surplus material and furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the work.

42. Temporary Curb Ramp, Item SPV.0045.01.**A Description**

This special provision describes providing, maintaining, moving, and removing temporary ADA compliant curb ramps where the plans show or engineer directs.

B Materials

Provide either asphalt or concrete conforming to the standard specifications.

For asphalt, provide materials according to standard spec 465.2.

For concrete, provide materials according to standard spec 602.2(2).

No QMP will be required for this work.

Furnish yellow cast iron detectable warning fields from the department's approved products list.

Furnish yellow surface applied detectable warning fields from the following manufacturers:

1. ADA Solutions, Inc.
2. Alert Tile
3. Armor Tile

Cast iron detectable warning fields are not considered surface applied.

Furnish surface applied detectable warning fields according to the Americans with Disabilities Act Accessibility Guidelines (ADAAG) and having a minimum slip resistance coefficient of 0.80 wet and dry. Maintain the minimum slip resistance throughout construction. Provide a certification of the slip resistance to the engineer for approval prior to installation. The certification shall include the anticipated duration the slip resistance can be maintained under normal use conditions.

Test the slip resistance of the surface applied detectable warning fields according to ASTM F 609-05 and AASHTO Draft T4-33 Part 9 as directed by the engineer throughout construction.

Furnish 4-inch PVC drain pipe.

C Construction

For asphalt temporary curb ramps, construct according to standard spec 465.3.1 of the standard spec. For concrete temporary curb ramps, construct according to standard spec 602.3.2.

Provide detectable warning field, curbing, grading, and restoration for temporary curb ramps conforming to the plan details for permanent curb ramps. This shall also include any grading, restoration, and ADA compliant surface needed through an existing terrace to make connection to existing sidewalk and crosswalk. Match the width of the facility leading to the curb ramp. Conform to the requirements of the detectable warning field manufacturer and the current ADAAG.

Reconstruct or move temporary curb ramps if required for work operations. Maintain the temporary curb ramps, including the detectable warning field, throughout the duration of the project to be compliant with the ADAAG and the manufacturer's specifications.

Construct temporary curb ramps with asphalt and a surface applied detectable warning field, or concrete and a cast iron detectable warning field for other temporary curb ramp locations in use when snow is not expected.

Remove temporary curb ramps and associated detectable warning fields as the staging plans provide or the engineer directs.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.01	Temporary Curb Ramp	DAY

Payment is full compensation for furnishing all materials; for constructing and moving the temporary curb ramps as required by construction staging; and for removing and disposing of the temporary curb ramp materials once permanent curb ramps are completed and open to pedestrian traffic.

43. Temporary Crosswalk, Item SPV.0045.02.

A Description

This special provision describes providing, maintaining, moving, and removing temporary crosswalk surface for pedestrians at locations shown in the plan details. A crosswalk is defined as an ADA compliant accessible crossing of a single leg of an intersection. Additional locations may be required as directed by the engineer. Temporary curb ramps will be paid for separately under the Temporary Curb Ramp item.

B Materials

Furnish a hard, temporary surface material consisting of asphaltic surface temporary according to standard spec 465.2, any grade of concrete according to standard spec 602.2, skid resistant steel plating, or alternative material as approved by the engineer. Gravel or base course material is not acceptable.

Furnish and install Temporary Pedestrian Safety Fence to delineate the appropriate pedestrian crosswalk location, as directed by the engineer in the field.

Safety fence will be paid for under the item Temporary Pedestrian Safety Fence.

C Construction

Install, maintain, relocate (if necessary to accommodate work or operations), and remove temporary surface material at Temporary Crosswalk location as shown on the plans and as directed by the engineer. Level and compact the base material prior to placing temporary surface material. The Temporary Crosswalk shall have a minimum clear width of 5 feet; be located outside the immediate work area, as approved by the engineer; and meet the requirements of the current Americans with Disabilities Act Accessibility Guidelines (ADAAG). Install safety fence along both sides of the temporary crosswalk. Provide a gap in the safety fence to provide access for construction and emergency vehicles across the temporary crosswalk. The maximum width of the gap shall be 18 feet. Reconstruct Temporary Crosswalk when disturbed by construction operations or utility trenches.

D Measurement

The department will measure Temporary Crosswalk by the day acceptably in service for each location. The measured quantity will equal the number of calendar days an acceptable and accessible temporary crosswalk through the work area is open to pedestrian traffic. A crosswalk is defined as an accessible crossing of a single leg of an intersection with existing, temporary, or finished curb ramps meeting ADA requirements. Each day that the crosswalk is out of service for more than 2 hours will result in 1 day being deducted from the quantity measured for payment. Crosswalks using existing or new permanent pavement will not be measured and paid for under this item.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.02	Temporary Crosswalk	DAY

Payment is full compensation for providing and installing the safety fence and required materials; for preparing the foundation; for furnishing, placing, maintaining, and removing temporary surface material.

44. Seismograph, Item SPV.0045.03.

A Description

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

B Material

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

C Construction

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

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.03	Seismograph	Day

Payment is full compensation for furnishing and operating a seismograph(s), any operator(s), and for producing documentation reports

45. Low Permeable Plug, Item SPV.0060.01.

A Description

A.1 General

This work consists of construction of low permeable plugs within utility trenches, including quality assurance testing, if required by the engineer or environmental consultant.

This special provision describes work conforming with the requirements of standard spec 205, pertinent parts of the Wisconsin Administration Code (Department of Natural Resources Environmental Investigation and Remediation of Environmental Contamination, Chapters NR 700-736), as shown on the plans, and as supplemented herein.

A.2 Notice to the Contractor

The department obtained environmental assessment information for locations within this project where excavation is required. Information obtained by the department indicates that installation of low permeable plugs are required to reduce the potential for migration of contaminants within new utility trenches entering and/or exiting the following soil management locations:

- (1) Site 12 - City of Waterloo – Former Hotmar Construction (BRRTS# 03-28-202879), 151 W. Madison Street, Station 60+25 to Station 61+25 from limits on RT to limits on LT.

Additional low permeable plugs may be required for utility trenches at other locations at the discretion of the engineer and environmental consultant. For further information regarding investigation activities at these locations, contact Dan Haak, TRC Environmental Corporation, 708 Heartland Trail, Madison, Wisconsin, 53717, and (608) 826-3628.

A.3 Coordination

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

Name:	TRC Environmental Corporation, Mr. Dan Haak
Address:	708 Heartland Trail, Madison, WI 53717
Phone:	(608) 826-3628
Fax:	(608) 826-3941
E-mail:	dhaak@trcsolutions.com

The role of the environmental consultant will be limited to:

1. Evaluation and approval of alternate low permeable plug construction (if alternate to section B is proposed by contractor); and
2. Determining the location and installation depths of low permeable plugs based on review of information from previous field investigations, visual observations, and field screening of soil and groundwater.

Construct low permeable plugs according to the terms and conditions specified herein. At the pre-construction conference, provide a proposed schedule for all excavation activities in the areas of known contamination. Three calendar days prior to commencement of low permeable plug construction, notify the engineer and environmental consultant and provide specifications for alternate low permeable plugs, if proposed. Coordinate with the

environmental consultant to ensure that the consultant is present prior to and during low permeable plug construction.

Provide documentation of conformance to the bentonite, cement, aggregate, and sand specifications identified in B Materials to engineer at least three days prior to low permeable plug construction.

A.4 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

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.

Prior to the start of remediation work, provide Health & Safety training meeting OSHA requirements for all site workers taking part in remediation activities or who will have the reasonable probability of exposure to safety or health hazards associated with the contaminated material. Submit a site-specific Health and Safety Plan and written verification that workers have completed up-to-date OSHA training to the engineer prior to the start of remediation work.

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

B Materials

Furnish the materials required to mix and construct the low permeable plug. Acquire materials used for the low permeable plug mixture from the same source used for all work. Use the following low permeable plug mixture unless an alternative low permeable plug is approved by the department and environmental consultant:

- (1) No. 1 Stone: Gradation according to department's Concrete Coarse Aggregate, Standard spec 501.2.5.4.4, No. 1.

Sieve Size	Percent Passing
1 inch	100
¾-inch	90 – 100
3/8-inch	20 – 55
No. 4	0 – 10
No. 8	0 – 5

- (2) Sand: Natural river or bank sand; free of silt, clay, loam, friable or soluble materials, or organic matter; graded according to WisDOT Concrete Fine Aggregate Standard spec 501.2.5.3.4 within the following limits:

Sieve Size	Percent Passing
3/8-inch	100
No. 4	90 – 100
No. 16	45 – 80
No. 50	5 – 30
No. 100	0 – 10

- (3) Cement: ASTM C 150, Type I – Normal

- (4) Bentonite: High yield 200-mesh sodium bentonite clay.

- (5) Water: Use pre-approved department source. Water shall be clean and not detrimental to concrete.

Prepare the low permeable plug in general accordance with the following: one 50-pound bag of cement, two 50-pound bags of sodium bentonite, 1,280 pounds of sand, and 1,939 pounds of No. 1 stone per 1 CY of mix. Prepare the mixture to have sufficient water to be free-flowing and self-healing with a slump of 8 to 10 inches. Use form material at your discretion.

C Construction

Supplement standard spec 205.3 with the following:

Examine the following items prior to the low permeable plug construction to verify materials to be used are acceptable: confirm trench subgrade and walls meet specifications, and confirm trench subgrade is free of standing water.

Erect formwork, shoring, and bracing to achieve design requirements according to requirements of ACI 301. Provide bracing to ensure stability of formwork. Shore or strengthen formwork subject to overstressing by construction loads. The trench backfill placed at the angle of repose in completed sections of the utility trench may serve as containment for one face of the low permeable trench plug.

Extend each low permeable plug at least 3 feet along the trench length. Extend the height of each plug from the bottom of the design utility trench to at least 1 foot above the installed utility. Completely encase the utility pipes and extend the low permeable plugs from trench sidewall to trench sidewall. Place materials such that materials do not segregate. Maintain records of material placement (e.g., record data, location, quantity, air temperature, and test samples collected).

Remove the formwork according to requirements of ACI 301. Remove the forms after 48 hours or when the low permeable material has achieved a strength of at least 50 pounds per square inch as measured by unconfined compressive strength tests on the test specimens. If low permeable plug material does not have the strength to maintain its shape without the assistance of forms, allow the forms to remain in-place.

Field inspection and testing will be performed by the department as necessary. Assist the department with obtaining material samples. The department representative may perform tests on bentonite, cement, aggregate, and sand to ensure conformance with specified requirements. If field inspections indicate work does not meet specified requirements, remove work and replace at no additional cost to the department.

D Measurement

The department will measure Low Permeable Plugs as each individual plug, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Low Permeable Plug	EACH

Payment is full compensation for furnishing all materials and formwork, preparing the low permeable plug, hauling materials to the construction site, placing the material, removing formwork, and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

46. Inlet Cover Type 3290A, Item SPV.0060.02.

Furnish and install inlets according to standard spec 611 and according to the plan details.

47. Connect Private Pipe, Item SPV.0060.03.

A Description

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

B (Vacant)

C Construction

Identify all private connections to the existing storm sewer structures or pipes prior to removal of that section of storm sewer. Remove the existing pipe connection back to the next good joint, if applicable, and replace the pipe in-kind. Salvaging and reusing structurally sound pipe obtained from the removal of the old pipe connection is permissible with prior approval from the engineer. Verify that positive drainage is achieved with the new connection before backfilling. Connect the private pipe to the new storm sewer system

using appropriate couplings, sleeves, bands, concrete collars, or by other means approved by the engineer. Concrete masonry for concrete collars shall be according to standard spec 501.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Connect Private Pipe	EACH

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

48. Landmark Reference Monuments Special, Item SPV.0060.04.

A Description

This special provision describes preserving the location and constructing new reference monuments for existing Public Land Survey System (PLSS) section corner monuments within the proposed construction limits.

B Materials

The department can furnish aluminum monument caps if necessary. Otherwise, all materials for the monumentation and witness ties will be the responsibility of the contractor to provide. Any monuments that satisfy Wisconsin Administrative Code Chapter AE-7 will be acceptable.

C Construction

Complete the work in accordance to the pertinent requirements of standard spec 621.3 and as follows:

Obtain existing tie sheets from the Jefferson County Surveyor. Locate and verify existing PLSS monuments and ties. Furnish, and install if necessary, temporary and/or permanent ties. Provide a temporary tie sheet to the Department and the Jefferson County Surveyor, for use by the public during the construction phase of the project and before the final monumentation is complete.

Perpetuate and/or reset all PLSS monuments and witnesses under the direction of a State of Wisconsin Licensed Professional Land Surveyor. Prepare the temporary and final PLSS monument records in accordance with the Wisconsin Administrative Code Chapter AE-7. Prepare and File new monument records with the Jefferson County Surveyor in accordance with AE-7 and provide a copy of the same to the Wis-DOT SW Region-Madison Survey Coordinator. This work shall be overseen and completed by a State of Wisconsin Licensed Professional Land Surveyor.

The approximate location of the section corners that will likely be disturbed due to the proposed construction:

Landmark Reference Monument

Station (+.)	Offset (+.)	Township	Range	Section Corner
63+32.22	1.85' RT	T8N	R13E	SE 6

Notify the Jefferson County Surveyor and Wis-DOT/SW Region-Madison Survey Coordinator five working days prior to construction operations that may disturb existing monuments, with pertinent questions or for Department provided monument caps.

D Measurement

The department will measure Landmark Reference Monuments Special 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	Landmark Reference Monuments Special	Each

This price shall be payment in full for furnishing a Professional Land Surveyor; obtaining existing PLSS monument record tie sheet(s); preparing, providing and filing temporary/final PLSS monument record tie sheet(s) from a Professional Land Surveyor; all survey work related to the perpetuation process; the furnishing and placing of all PLSS survey monuments; the furnishing and placement of any necessary witness ties; the removal of the existing monument(s) if necessary; excavating for the placement of the new monument(s) if necessary; and for all labor, tools, equipment, materials and incidentals necessary to complete this item of work.

49. Connect To Existing Water Main, Item SPV.0060.21.

A Description

Connect watermain being installed under this contract to existing watermain, at locations shown on the plans, and as hereinafter provided.

B Materials

Mechanical joint ductile iron sleeves shall conform to section 8.22.0 of the Wisconsin W&S Specifications.

The contractor is advised that portions of the existing water system in the project area may be sand cast iron pipe with an outside diameter incompatible with modern standard watermain fittings. Modification of fittings to fit existing watermain will not be paid for separately but will be considered incidental to the bid price for Connect to Existing Watermain.

C Construction

Cut the existing watermain pipe evenly to provide a clean butt joint. Furnish and install mechanical joint sleeves and 45 degree bends rated for the size and material of pipes being joined.

Coordinate planning and scheduling of this work with the city to minimize disruption of water service. Water service to schools must not be disrupted when children are present. The city has the option to request that connections, requiring disconnection of watermain, be done outside of normal working hours or on weekends. Compliance with requested scheduling of watermain connections will be considered incidental to the bid price.

The city utility personnel will operate all valves.

Verify that all materials and fittings required to complete a connection are on hand before cutting any existing mains.

D Measurement

The department will measure Connect to Existing Watermain by each unit, regardless of size, 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.0060.21	Connect to Existing Watermain	EACH

Payment is full compensation for excavation, including exploratory excavation; furnishing and installing joint sleeves; coordinating and scheduling this work with the City of Waterloo; for disposing of surplus material and for furnishing all labor, tools, materials, equipment, and incidentals necessary to complete the work. Cost of delays or downtime, and work performed at times other than normal business hours or on weekends will not be paid for separately, but will be considered incidental to the contract unit price for this work.

50. Gate Valve and Box, 6-Inch, Item SPV.0060.22; Gate Valve and Box, 8-Inch, Item SPV.0060.23; Gate Valve and Box, 10-Inch, Item SPV.0060.24.

A Description

Furnish and install gate valves and boxes, of the size indicated, at locations shown on the plans and as hereinafter provided.

B Materials

Furnish and install Mueller Company A2370-20, resilient seat, mechanical joint gate valves, complete with stainless steel bonnet bolts, and conforming to AWWA C509. Valves shall open counter clockwise.

Furnish and install Mueller Company three piece, cast iron, 5-1/4 inch shaft, screw type valve box with non-tip cover clearly marked "Water."

Furnish and install Valve Box Adaptor II cradles by Adaptor Inc.

Furnish and install operating nut extension rods for all valves installed in areas where the watermain is installed with greater than 7 feet of cover. Extension Rods will not be paid for separately, but will be considered incidental to the Bid Price for Gate Valve and Box.

C Construction

Install gate valves according to the pertinent requirements of Part II and Part IV of the Wisconsin W&S Specifications.

Install Gate Valve and Box per standard detail file No. 37 of the Wisconsin W&S Specifications.

Gate valves on hydrant leads are intended to be installed 3 feet off the inside flag of the proposed curb line.

Install Mega-Lug by EBAA Iron Inc. restrained mechanical joints on gate valves in hydrant leads and where called out on the plan. Restrained joints as required will be considered incidental to the unit bid price for Gate Valve and Box.

D Measurement

The department will measure Gate Valve and Box (Diameter) by each unit, acceptably completed in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.22	Gate Valve and Box 6-Inch	EACH
SPV.0060.23	Gate Valve and Box 8-Inch	EACH
SPV.0060.24	Gate Valve and Box 10-Inch	EACH

Payment is full compensation for furnishing all excavation; making all valve box adjustments including making the final adjustment of valve boxes to the finished road grade; for disposing of surplus material and for furnishing all labor, tools, materials, and incidentals necessary to complete the work.

- 51. Tee Fitting 10-Inch x 10-Inch, Item SPV.0060.25; Tee Fitting 10-Inch x 8-Inch, Item SPV.0060.26; Tee Fitting 10-Inch x 6-Inch, Item SPV.0060.27; Reducer Fitting 10-Inch x 8-Inch, Item SPV.0060.28; Reducer Fitting, 10-Inch x 6-Inch, Item SPV.0060.29; Reducer Fitting, 8-Inch x 6-Inch, Item SPV.0060.30; Reducer Fitting, 6-Inch x 4-Inch, Item SPV.0060.31; 90° Bend Fitting, 10-Inch, Item SPV.0060.32; 45° Bend Fitting, 10-Inch, Item SPV.0060.33; 22.5° Bend Fitting, 10-Inch, Item SPV.0060.34; 11.25° Bend Fitting, 10-Inch, Item SPV.0060.35; 45° Bend Fitting, 8-Inch, Item SPV.0060.36; 45° Bend Fitting, 4-Inch, Item SPV.0060.37.**

A Description

Furnish and install watermain fittings of the type and size indicated, at locations shown on the plans, and as hereinafter provided.

B Materials

Furnish and install mechanical joint ductile iron fittings conforming to AWWA C110 or C153 (compact ductile iron fittings) and the provisions of section 8.22.0 of the Wisconsin W&S Specifications.

As required furnish and install mechanical joint restraining glands having a pressure rating equal to that of the pipe on which it is to be used. Restrained mechanical joints shall be Mega-Lug by EBAA Iron Inc.

C Construction

Fittings shall be installed according to the pertinent requirements of Part II and Part IV of the Wisconsin W&S Specifications.

Install mechanical joint restraining glands on all fittings which require restraint per Section 4.10 of the Wisconsin W&S Specifications, in lieu of concrete buttress thrust blocks, rodding or strapping.

D Measurement

The department will measure Fittings (Type and Size) by each unit, acceptably completed in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.25	Tee Fitting, 10-Inch x 10-Inch	EACH
SPV.0060.26	Tee Fitting, 10-Inch x 8-Inch	EACH
SPV.0060.27	Tee Fitting, 10-Inch x 6-Inch	EACH
SPV.0060.28	Reducer Fitting, 10-Inch x 8-Inch	EACH
SPV.0060.29	Reducer Fitting, 10-Inch x 6-Inch	EACH
SPV.0060.30	Reducer Fitting, 8-Inch x 6-Inch	EACH
SPV.0060.31	Reducer Fitting, 6-Inch x 4-Inch	EACH
SPV.0060.32	90° Bend Fitting, 10-Inch	EACH
SPV.0060.33	45° Bend Fitting, 10-Inch	EACH
SPV.0060.34	22.5° Bend Fitting, 10-Inch	EACH
SPV.0060.35	11.25° Bend Fitting, 10-Inch	EACH
SPV.0060.36	45° Bend Fitting, 8-Inch	EACH
SPV.0060.37	45° Bend Fitting, 4-Inch	EACH

Payment is full compensation for furnishing all excavation; furnishing and installing the fitting of the size and type specified; for disposing of surplus material and for furnishing all labor, tools, materials, joint restraint, equipment, and incidentals necessary to complete the contract work.

52. Corporation Stop, 1-Inch, Item SPV.0060.38.**A Description**

Furnish and install the tapping saddle, corporations stop, and tap the watermain for water service laterals of the indicated size, being installed under this contract, as tabulated on the plans, and as hereinafter provided.

B Materials

Corporation stops shall be Mueller Company H15000, compression type, with single strap bronze service clamps for connection to ductile iron watermain.

C Construction

Install water services per sections 5.6.1, 5.6.3 and Standard Detail Files No. 51 and 52 of the Wisconsin W&S Specifications.

D Measurement

The department will measure Corporation Stop (Size) by each unit, acceptably completed in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.38	Corporation Stop, 1-Inch	EACH

Payment is full compensation for furnishing and installing corporation stops and service clamps; tapping the watermain for water service laterals of the indicated size; and for furnishing all labor, equipment, tools, materials, and incidentals necessary to complete the contract work.

53. Curb Stop and Box, 1-Inch Service, Item SPV.0060.39.

A Description

Furnish and install a curb stop valve and box of the size indicated, for water service laterals being installed under this contract, as tabulated on the plans, and as hereinafter provided.

B Materials

Curb stop valves shall be Mueller Company H15154 with 6-foot 6-inch H10385 arch base boxes, complete with stationary rod and one piece lid.

C Construction

Install water services per s5.5.0, and standard detail files No. 51 of the Wisconsin W&S Specifications.

Install curb stops in the terrace between the proposed back of curb line and proposed sidewalk, with the curb stop 1 foot off the inside edge of the sidewalk, unless directed otherwise by the engineer.

D Measurement

The department will measure Curb Stop and Box (Size) by each unit, acceptably completed in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.39	Curb Stop and Box, 1-Inch Service	EACH

Payment is full compensation for furnishing and installing the curb stop valve and box; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the work.

54. Connect To Existing Water Service, Item SPV.0060.40.

A Description

Connect water service laterals being installed under this contract to existing water service laterals as tabulated on the plans or as required to meet the locations of existing services as found in the field, and as hereinafter provided.

B Materials

Compression joint couplings shall be Ford brass pack joint couplings of a size and type to meet the existing service line. Fittings shall conform to ANSI/AWWA C800.

C Construction

Reconnect water services according to section 5.6.1, 5.6.3 and standard detail files No. 51 and 52 of the Wisconsin W&S Specifications.

Assumed locations of existing water service laterals are shown on the plans as a guide and to establish a contract quantity.

D Measurement

The department will measure Connect to Existing Water Service by each unit, regardless of size, acceptably completed in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.40	Connect to Existing Water Service	EACH

Payment is full compensation for connecting water service laterals being installed to existing water service laterals; reconnecting all active existing water laterals on all watermains being replaced; and for furnishing all labor, tools, equipment, materials, and incidentals necessary to complete the contract work.

55. Hydrant, Item SPV.0060.41.**A Description**

This work shall consist of furnishing and installing hydrants, at locations shown on the plans and provided for in these specifications.

B Materials

Furnish and install Mueller Company A-423 hydrants with 4-1/2" pumper nozzle with cap and chains, 2-1/2" hose nozzles with caps and chains, 16 inch traffic break flange, bronze to bronze seat, 1-1/2" pentagon operating nut, mechanical joint shoe, stainless steel bolts below ground, and a minimum 6-1/2 foot bury.

C Construction

Hydrants shall be installed according to the pertinent requirements of Part II and Part IV of the Wisconsin W&S Specifications.

Install Hydrants per Standard Detail File No. 38 of the Wisconsin W&S Specifications.

All joints on hydrant leads shall have restrained mechanical joints, Mega-Lug or approved equal. Restrained joints as required will be considered incidental to the Bid Price for Hydrant.

D Measurement

The department will measure Hydrant as each unit, acceptably complete in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.41	Hydrant	EACH

Payment is full compensation for excavation, all labor, tools, materials, and incidentals necessary to complete the work.

56. Remove Existing Hydrant, Item SPV.0060.42.

A Description

This work shall consist of removing existing hydrants which are being replaced by new hydrants being installed under this contract as tabulated on the plans and provided for in these specifications.

B (Vacant)

C Construction

Hydrants shall be removed per s.4.14.6 of the Wisconsin W&S Specifications.

Salvage and deliver removed hydrants to the city as directed by the engineer. Hydrants which are deemed not worthy of salvage by the city shall be disposed of by the contractor per the Disposal of Materials section of these special provisions.

D Measurement

The department will measure Remove Existing Hydrant as each unit, acceptably complete in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.42	Remove Existing Hydrant	EACH

Payment is full compensation for connecting new sewers to existing sewers; and for furnishing all labor, tools, materials, equipment, and incidentals necessary to complete the work.

57. Remove or Abandon Existing Water Valve Manhole, Item SPV.0060.43.

A Description

This work shall consist of removing existing water valve manholes which are in the path of new utility construction or abandoning existing water valve manholes which are called out on the plans as to be removed, but are not located in the path of new utility construction and will not interfere with any new utilities.

B Materials

Granular material shall meet the gradation requirements of s. 8.43.4 of the Wisconsin S&W Specifications.

C Construction

Contractor shall bulkhead existing pipes, and remove the existing structure or portions thereof per section 3.2.24 of the Wisconsin S&W Specifications. Manhole structures that are outside of the work areas for future utilities and will not interfere with new utility construction shall be removed to at least 3 feet below the roadway finished grade or bedding grade of storm sewer or watermain to be installed under this contract. Portions of structures to remain in place shall be filled with granular material. All manhole structures that are within the work area for new utility construction shall be completely removed and the contractor shall bulkhead existing pipes per section 3.2.24 of the Wisconsin S&W Specifications.

D Measurement

The department will measure Remove or Abandon Existing Water Valve Manhole as each unit, regardless of size, acceptably complete in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.43	Remove or Abandon Existing Valve Manhole	EACH

Payment is full compensation for connecting new sewers to existing sewers; and for furnishing all labor, tools, materials, equipment, and incidentals necessary to complete the work.

58. Remove or Abandon Existing Sanitary Sewer Manhole, Item SPV.0060.44.

A Description

This work shall consist of removing existing sanitary manholes which are in the path of new utility construction or abandoning existing sanitary manholes which are called out on the plans as to be removed, but are not located in the path of new utility construction and will not interfere with any new utilities.

B Materials

Granular material shall meet the gradation requirements of s. 8.43.4 of the Wisconsin S&W Specifications.

C Construction

Contractor shall bulkhead existing pipes, and remove the existing structure or portions thereof per section 3.2.24 of the Wisconsin S&W Specifications. Manhole structures that are outside of the work areas for future utilities and will not interfere with new utility construction shall be removed to at least 3 feet below the roadway finished grade or bedding grade of storm sewer or watermain to be installed under this contract. Portions of structures to remain in place shall be filled with granular material. All manhole structures that are within the work area for new utility construction shall be completely removed and the contractor shall bulkhead existing pipes per section 3.2.24 of the Wisconsin S&W Specifications.

D Measurement

The department will measure Remove or Abandon Existing Sanitary Sewer Manhole as each unit, regardless of size, acceptably complete in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.44	Remove or Abandon Existing Sanitary Manhole	EACH

Payment is full compensation for connecting new sewers to existing sewers; and for furnishing all labor, tools, materials, equipment, and incidentals necessary to complete the work.

59. Connect To Existing Sanitary Sewer, Item SPV.0060.45.**A Description**

Connect sewers being installed under this contract to existing sewers, at locations shown on the plans, and as hereinafter provided.

B (Vacant)**C Construction**

Cut the existing sewer pipe evenly to provide a clean butt joint. Furnish and install Fernco flexible rubber coupling adapters rated for the size and material of pipes being joined.

D Measurement

The department will measure Connect to Existing Sanitary Sewer as each unit, regardless of size, acceptably complete in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.45	Connect to Existing Sanitary Sewer	EACH

Payment is full compensation for connecting new sewers to existing sewers; and for furnishing all labor, tools, materials, equipment, and incidentals necessary to complete the work.

60. Connect To Existing Sanitary Sewer Service, Item SPV.0060.46.**A Description**

Connect sewer service laterals being installed under this contract to existing sewer service laterals as tabulated on the plans or as required to meet the locations of existing sewer services as found in the field, and as hereinafter provided.

B (Vacant)**C Construction**

Cut the existing sewer lateral pipe evenly to provide a clean butt joint. Furnish and install Fernco flexible rubber coupling adapters rated for the size and material of pipes being joined.

Assumed locations of existing sewer service laterals are shown on the plans as a guide and to establish a contract quantity.

D Measurement

The department will measure Connect to Existing Sanitary Sewer Service by each unit, regardless of size, acceptably complete in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.46	Connect to Existing Sanitary Sewer Service	EACH

Payment is full compensation for connecting sewer service laterals to existing laterals; furnishing and installing coupling adapters as needed; and for furnishing all labor, tools, materials, and incidentals necessary to complete the work.

61. Sanitary Sewer Wye 15-Inch x 6-Inch, Item SPV.0060.47; Sanitary Sewer Wye 12-Inch x 6-Inch, Item SPV.0060.48.**A Description**

Furnish and install sanitary sewer wye branch fittings as tabulated on the plans and as hereinafter provided.

B Materials

Wyes shall be PVC, SDR-35, with rubber gasket joints, and shall conform to the requirements of section 8.10.1 - 8.10.6(a) of the Wisconsin W&S Specifications.

C Construction

Install wyes at locations as tabulated on the plans or as required to meet existing sewer service laterals as located in the field.

D Measurement

The department will measure Sanitary Sewer Wye (size) by each unit, acceptably complete in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.47	Sanitary Sewer Wye 15-Inch x 6-Inch	EACH
SPV.0060.48	Sanitary Sewer Wye 12-Inch x 6-Inch	EACH

Payment is full compensation for furnishing and installing sanitary sewer wyes; for disposing of surplus material and for furnishing all labor, tools, materials, and incidentals necessary to complete the work.

62. Water Manhole with Gate Valve and Box and Testing Corp Stops, Item SPV.0060.49.

A Description

Furnish and install water manholes with a gate valve and box and testing corp stops, at the locations and to the required grades, as shown on the plans, and as hereinafter provided.

B Materials

Water manholes shall be pre-cast manholes, conforming to Section 4.11.1 and standard detail file No. 40 of the Wisconsin W&S Specifications and ASTM C478, 5ft inside diameter.

Castings shall be mounted with Type III frame/chimney joint

Frame lids shall be Neenah R-1550 type B, with open pick hole, non-rocking lid.

Gate valves shall be furnished as specified earlier in these special provisions.

Install Mueller Company H15000, compression type, corporation stop valve on each side of the gate valve.

C Construction

Install manholes according to the pertinent requirements of Part II and Part III of the Wisconsin W&S Specifications.

Install manholes per standard detail file No. 40 of the Wisconsin W&S Specifications.

Installation of manhole castings shall be to finished grade.

D Measurement

The department will measure Water Manhole With Gate Valve and Box and Testing Corp Stops by each unit, installed and acceptably completed in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.49	Water Manhole with Gate Valve and Box and Testing Corp Stops	EACH

Payment is full compensation for mobilization; excavation; temporary sheathing, shoring, and bracing; dewatering; furnishing and installing manholes, all required castings, seals, fittings and hardware; furnishing and installing bedding; backfilling and compaction; removing all material not permanently incorporated in the work; for disposing of surplus material and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

63. Remove And Salvage Stop Sign Flasher Assembly, Item SPV.0060.61.**A Description**

This special provision describes removing and salvaging stop sign flasher assemblies 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 concrete bases at the listed locations shall be paid for separately.

B (Vacant)**C Construction**

Disconnect and salvage the complete stop sign flasher unit from the locations shown in the plans and/or as designated by the engineer.

Deliver salvaged stop sign flasher units to the Waterloo Utilities Facility, located at 575 Commercial Ave, Waterloo, WI. Contact Barry Sorenson, Public Works Superintendent, (920) 478-2260, a minimum of five business days prior to delivery.

Salvaged items shall be stored and protected from damage until ready for delivery. Any damage to the salvaged materials resulting from the hauling operation shall be repaired or replaced in-kind at the contractor's expense.

This item includes coordination and incidentals necessary to remove or have removed by others: overhead cables and all accessories affixed to the stop sign flasher units.

D Measurement

The department will measure Remove and Salvage Stop Sign Flasher Assembly as each individual assembly, acceptably salvaged and delivered.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.61	Remove and Salvage Stop Sign Flasher Assembly	EACH

Payment is full compensation for removing, salvaging, storing and delivering all existing stop sign flasher assembly components.

64. Remove, Salvage and Reinstall Stop Sign Flasher Assembly, Item SPV.0060.62.

A Description

This special provision describes reinstalling salvaged stop sign flasher assemblies according to the pertinent provisions of standard spec 204, standard spec 658 and as hereinafter provided. Work under this item also includes removal of existing electrical service as well as required utility coordination, storing the equipment on-site, reinstalling assemblies on a new concrete base, and installing a new LED flasher. Removal of concrete bases at the listed locations shall be paid for separately.

B Materials

Use all stop sign flasher assembly materials salvaged from the project except for pole wiring and HPS flasher.

Furnish LED flasher.

C Construction

The City of Waterloo assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working equipment to the engineer. Replace any equipment not identified as damaged or not working, prior to removal at no cost to the City of Waterloo.

Contact Waterloo Utilities 14 days prior to removing the stop sign flashers. Contact Barry Sorenson at (920) 478-2260 to coordinate removal and pick-up for reinstallation of stop sign flasher assemblies.

Salvaged items shall be stored and protected from damage until ready for delivery. Any damage to the salvaged materials resulting from the hauling operation shall be repaired or replaced in-kind at the contractor's expense.

Reinstall stop sign flasher assemblies and install Led flashers according to the pertinent provisions of standard spec 658 and manufacturer requirements.

D Measurement

The department will measure Remove, Salvage, and Reinstall Stop Sign Flasher 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.0060.62	Remove, Salvage and Reinstall Stop Sign Flasher Assembly	EACH

Payment is full compensation for removing, salvaging, storing and delivering all existing stop sign flasher assembly components; for installing the salvaged assembly; and for furnishing and installing LED flasher.

65. Remove and Salvage Lighting Unit, Item SPV.0060.63.

A Description

This special provision describes removing and salvaging street lighting units from the 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 concrete bases at the listed locations shall be paid for separately.

B (Vacant)

C Construction

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

Deliver salvaged lighting units to the Waterloo Utilities Facility, located at 575 Commercial Ave, Waterloo, WI. Contact Barry Sorenson, Public Works Superintendent, (920) 478-2260) a minimum of five business days prior to delivery.

Salvaged items shall be stored and protected from damage until ready for delivery. Any damage to the salvaged materials resulting from the hauling operation shall be repaired or replaced in-kind at the contractor's expense.

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 and Salvage Lighting Unit as each individual lighting unit, acceptably salvaged and delivered.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.63	Remove and Salvage Lighting Unit	EACH

Payment is full compensation for removing, salvaging, storing and delivering all existing lighting unit components.

66. Remove and Reinstall Decorative Street Light Assembly, Item SPV.0060.64.

A Description

This special provision describes reinstalling salvaged decorative street lighting units according to the pertinent provisions of standard spec 204, 657, 659 and as hereinafter provided. Work under this item also includes removal of existing electrical service as well as required utility coordination, storing the equipment on-site, reinstalling lighting units on a new concrete base, and installing a new LED luminaire. Removal of concrete bases at the listed locations shall be paid for separately.

B Materials

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

Furnish concrete masonry, bar steel reinforcement, anchor rods, nuts, washers, conduit, grounding electrode and all incidental materials in accordance with the pertinent provisions in standard spec 654.2. The concrete foundation shall be compatible with the dimensional and loading characteristics of the proposed decorative lighting unit and as shown in the plans. Furnish stamped drawings for structural adequacy of the concrete foundation from the pole manufacturer. Kunkel Engineering will review that the concrete foundation design meets criteria shown in the plans, prior to installation.

Furnish decorative LED luminaire from Architectural Area Lighting as follows:

- Promenade series luminaire, 48 LED lamp
PRMD_T3-48LED_3K_700_LG_VSR_PCA-C

C Construction

The City of Waterloo assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working equipment to the engineer. Replace any equipment not identified as damaged or not working, prior to removal at no cost to the City of Waterloo.

Contact Waterloo Utilities 14 days prior to removing the decorative street lights. Contact Barry Sorenson at (920) 478-2260 to coordinate removal and pick-up for reinstallation of decorative street lights.

Salvaged items shall be stored and protected from damage until ready for delivery. Any damage to the salvaged materials resulting from the hauling operation shall be repaired or replaced in-kind at the contractor's expense.

Reinstall street lights and install decorative LED luminaires according to the pertinent provisions of standard spec 657, standard spec 659 and manufacturer requirements.

D Measurement

The department will measure Remove and Reinstall Decorative Street Lighting Unit 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.0060.64	Remove and Reinstall Decorative Street Lighting Assembly	EACH

Payment is full compensation for removing, salvaging, storing and delivering all existing lighting unit components; for furnishing and installing LED luminaires; furnishing and installing a decorative concrete base; and for installing the salvaged pole.

67. Decorative Street Light Assembly, Item SPV.0060.65.

A Description

This work shall be according to the requirements of standard spec 657, the plans, standard detail drawings, and as hereinafter provided.

B Materials

The pole and fixture must be sized per the manufacturer's recommendations to withstand a 80 MPH wind velocity with a 1.3 gust factor.

Furnish Decorative Street Light Assembly from Architectural Area Lighting as follows:

Promenade series luminaire, 48 LED lamp
PRMD_T3-48LED_3K_700_LG_VSR_PCA-C

Decorative Arm
TRA60_LG

Pole and Base
DB10_5R24_250_24' (7.4m)_LG_FH_RBC_DBA
Accessories
Flag Holder
Receptacle with in-use cover
Double banner arms

Furnish concrete masonry, bar steel reinforcement, anchor rods, nuts, washers, conduit, grounding electrode and all incidental materials in accordance with the pertinent provisions in standard spec 654.2. The concrete foundation shall be compatible with the dimensional and loading characteristics of the proposed decorative lighting unit and as shown in the plans. Furnish stamped drawings for structural adequacy of the concrete foundation from the pole manufacturer. Kunkel Engineering will review that the concrete foundation design meets criteria shown in the plans, prior to installation.

C Construction

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

D Measurement

The department will measure Decorative Street Light Assembly 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.0060.65	Decorative Street Light Assembly	EACH

Payment is full compensation for furnishing and installing the Decorative Street Light Assembly as described above.

68. Pull Box Non-Conductive 24x42-Inch, Item SPV.0060.66.

A Description

This special provision describes furnishing and installing Pull Box Non-Conductive (size) as shown on the plans.

B Materials

Furnish pull boxes, frames, and lids made of non-conductive material. Pull boxes, frames, and lids shall be suitable for Tier 15 loading as specified in ANSI/SCTE 77.

C Construction

Provide pull boxes, frames, and lids made of non-conductive materials. The contractor may extend Pull Box Non-Conductive (size) as the plan details show using the same material as the pull box. Saw extensions parallel to the extension ring. Secure extension to original box as shown in the plan details. Excavate, place coarse aggregate drain material, and backfill as the plan details show. Dispose of surplus or unsuitable materials as specified under standard spec 205.3.12. Use covers stamped with "Lighting" for lighting pull boxes or "Electric" for stop sign flasher pull boxes.

Provide one 24" length of #6 reinforcing steel to be driven vertically on the north side of the pull box.

D Measurement

The department will measure Pull Box Non-Conductive (size) as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.66	Pull Box Non-Conductive 24x42-Inch	Each

Payment for Pull Box Non-Conductive (size) is full compensation for providing and installing pull boxes, frames, lids, aggregate, fasteners, reinforcing steel; conduit extensions less than 10 feet long including fittings; and for furnishing all excavating, backfilling and disposing of surplus material. The department will pay separately for engineer-directed pull box drain duct under the Conduit Rigid Nonmetallic bid items as specified in standard spec 652.5.

69. Lighting Control Box Special, Item SPV.0060.67.

A Description

This special provision describes furnishing and installing Lighting Control Box as shown on the plans.

B Materials

Lighting control cabinet assembly shall include NEMA 3R (minimum) rated enclosure, mounting hardware, panel board with main breaker and branch circuit breakers, photo-control, surge protection, all necessary wiring, miscellaneous accessories, and hardware as required for a complete and fully operational roadway lighting system.

Control cabinet shall provide a minimum of the load center circuit breakers as follows:

- 1) (2) 20A/2P Photocell operated common trip breakers for proposed lighting and receptacle circuits (120-V phase to ground).
- 2) Additional rated breakers as required for control equipment.
- 3) Panel shall provide four unused circuit positions for future lighting.

C Construction

According to the plans and standard spec 656 and manufacturer requirements.

A representative from WPPI (contact Barry Sorensen) will be present to observe the installation of Lighting Control Box on their utility pole.

D Measurement

The department will measure Install Lighting Control Box as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.67	Install Lighting Control Box	Each

Payment for Install Lighting Control Box is full compensation for removing an existing enclosure; for electrical service modifications; for furnishing and installing all materials, including enclosure, mounting equipment, control equipment, breakers, incidental wiring and connections according to the plan details, manufacturer's requirements and as hereinafter described in this document.

70. Pipe Underdrain Wrapped 6-Inch and Aggregate, Item SPV.0090.01.

A Description

This special provision describes furnishing and placing wrapped pipe underdrain, and aggregate as shown on the plans and hereinafter provided. The work under this item shall be according to the pertinent requirements of the standard specifications for each component.

B Materials

B.1. Pipe

Provide Pipe Underdrain Wrapped (6-Inch) conforming to standard spec 612.2.

B.2 Aggregate

Provide clean concrete aggregate graded according to Concrete Aggregate #1 as specified under standard spec 501.2.5.4.

C Construction

Construct the underdrain system according to standard spec 612.3.1, 612.3.3, 612.3.5 and 645.3.4. The trench shall be lined with Geotextile Fabric Type DF, Schedule B and backfilled with Concrete Aggregate #1 as shown on the construction detail.

D Measurement

The department will measure Pipe Underdrain Wrapped 6-Inch and Aggregate by the linear foot, acceptably completed. The department will measure along the centerline of the pipe, center to center of junctions and fittings.

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	Pipe Underdrain Wrapped 6-Inch and Aggregate	LF

Payment is full compensation for providing, transporting, handling, and placing all materials, including wrapped pipe, aggregate, geotextile fabric, backfill, connections, fittings, and caps or plugs; for furnishing all excavating, recompacting, disposing of surplus material, and restoring the work site.

71. Concrete Curb & Gutter 30-Inch Type A Special 2-Inch Curb, Item SPV.0090.02; Concrete Curb & Gutter 30-Inch Type A Special 3-Inch Curb, Item SPV.0090.03; Concrete Curb & Gutter 30-Inch Type A Special 4-Inch Curb, Item SPV.0090.04; Concrete Curb & Gutter 30-Inch Type A Special Driveway Curb, Item SPV.0090.05.

Construct the curb and gutter according to standard spec 601 and according to the plan details.

72. Remove Abandoned Steam Tunnels, Item SPV.0090.07.

A Description

This special provision describes the removal of existing abandoned steam tunnels which are in conflict with construction as directed by the engineer in the field.

Asbestos containing materials are expected to be encountered during the removal of the abandoned steam tunnels. If asbestos containing materials are encountered, suspend excavation in that area and notify the engineer.

A.3 Coordination

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

Contact: Sharlene TeBeest
WisDOT BTS-ESS
Address: RM 451 Hill Farm State Building
4802 Sheboygan Ave.
Madison WI 53707-7965
Office: (608) 266-1476
Cell: (608) 692-4546
Email: sharlene.tebeest@dot.wi.gov

Environmental Consultant

Contact Daniel Haak
TRC Environmental
Address 708 Heartland Trail
Madison WI 53717
Office (608) 826-3600
Cell (608) 886-7423

The role of the environmental consultant will be limited to:

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

B (Vacant)

C Construction

C.1 Remove Steam Tunnels

The contractor shall remove steam tunnels in conflict with construction as directed by the engineer in the field. The section of steam tunnel to be removed shall be saw cut and sealed on each end and disposed of properly. The seal shall be according to the Sealing Pipes item as specified in standard spec 204.

D Measurement

The department will measure Remove Steam Tunnels 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.0090.07	Remove Steam Tunnels	LF

Payment is full compensation for providing all labor, equipment and materials for furnishing all steam tunnel removal and associated steam tunnel abandonment and/or removal; for furnishing all excavating, for sheeting and shoring; for dewatering; for saw cutting; for sealing sections of abandoned steam tunnels; for proper disposal of removed items (including salvage if applicable).

73. Watermain, 10-Inch, Item SPV.0090.21; Watermain, 8-Inch, Item SPV.0090.22; Watermain, 6-Inch, Item SPV.0090.23; Watermain, 4-Inch, Item SPV.0090.24.

A Description

Furnish and install watermain, of the indicated diameter, at the locations and to the required lines and grades as shown on the plans, and as hereinafter provided.

B Materials

Watermain shall be Ductile Iron class 52 pipe conforming to AWWA C151 and Section 8.18.0 of the Wisconsin W&S Specifications, cement mortar lined per AWWA C104, polyethylene wrapped per AWWA C105 and conforming to Section 8.21.0 of the Wisconsin W&S Specifications, pressure class 150 psi, and have joint bonding cable installed on all watermain joints including hydrants.

Joint bonding cable shall be 8 AWG cable type CP stranded copper cathodic protection cable with low density high molecular weight polyethylene insulation.

C Construction

Construct watermain according to the pertinent requirements of Part II and Part IV of the Wisconsin W&S Specifications.

Where cover is less than 6 feet, or watermain passes less than four feet either vertically or horizontally from a storm sewer, furnish and install polystyrene board insulation per sections 4.17.0 and 8.50.2 of the Standard W&S Specifications.

Furnish and install Class B bedding as per section 8.43 and standard detail file 4 of the Wisconsin W&S Specifications for all watermain, with the provision that bedding sand will not be allowed.

Backfill all trenches with excavated material if such excavated material meets the provisions of section 8.43.5 of the Wisconsin W&S Specifications. Consolidate all excavated material backfill by mechanical compaction in as per section 2.6.14b of the Wisconsin W&S Specifications. The flooding method of consolidation will not be allowed.

Remove excavated material from the site as per the Disposal of Materials and Salvage article of these special provisions. Make up deficiencies in the quantity of suitable backfill material by furnishing and installing granular material meeting the provisions of section 8.43.4 of Wisconsin W&S Specifications. Pit-run sand or gravel will be suitable backfill material provided it conforms to the gradation requirements of s. 8.43.4. At the request of the engineer furnish documentation of gradation testing, showing conformance to Table 37 of s. 8.43., for the material being furnished for trench backfill. Trench backfill will be paid for at the contract unit price.

Disinfect water mains per S.4.3.12 of the Wisconsin W&S Specifications.

Flush, and perform bacteriological testing of all watermain installed as per the Wisconsin W&S Specifications. Notify engineer at least 48 hours prior to testing. The engineer or delegated representative must be present during all phases of testing. A "safe" sample must be obtained from each watermain section before any service laterals are connected to that section. Do not obtain water samples for bacteriological testing from hydrants. Collect samples and deliver to City of Waterloo, who will submit them to testing facility of contractor's choice, provided such facility is appropriately accredited by the Department of Natural Resources.

Perform watermain leakage and pressure testing per section 4.15.0 of the Wisconsin W&S Specifications. Notify the engineer at least 48 hours prior to testing. The engineer or delegated representative must be present during all phases of all testing.

D Measurement

The department will measure Watermain (Size) by the linear foot in place, acceptably completed. The footage to be paid shall be measured along the center of pipe, center-to-center of junctions or fittings. Only that portion of the work which is completed, tested, and accepted will be measured for payment

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.21	Watermain, 10-Inch	LF
SPV.0090.22	Watermain, 8-Inch	LF
SPV.0090.23	Watermain, 6-Inch	LF
SPV.0090.24	Watermain, 4-Inch	LF

Payment is full compensation for mobilization; excavation; furnishing and installing temporary sheathing, shoring, and bracing; dewatering; furnishing and installing watermain, insulation, and bedding; backfilling with excavated material and compaction; testing as herein provided; removing all material not permanently incorporated in the work; for disposing of surplus material and for furnishing all labor tools, equipment, and incidentals necessary to complete the work. All costs of disinfection and testing shall be considered incidental to the unit bid price for Watermain.

74. Water Service Lateral, 1-Inch, Item SPV.0090.25.

A Description

Furnish and install water service lateral, of the indicated size, at the locations and to the required grades as tabulated on the plans or as required to meet the locations of water services as found in the field, and as hereinafter provided.

B Materials

Water laterals shall be type K continuous copper tubing of the indicated diameter, conforming to section 6.24.0.

C Construction

Construct water service lateral according to the pertinent requirements of Part II, Part IV, and Part V of the Wisconsin W&S Specifications.

Install water service lateral per section 5.5.0 and standard detail files No. 51 and 52 of the Wisconsin W&S Specifications.

Furnish and install Class B bedding as per section 8.43 of the Wisconsin W&S Specifications for all water service lateral, with the provision that bedding sand will not be allowed.

Backfill all trenches with excavated material if such excavated material meets the provisions of section 8.43.5 of the Wisconsin W&S Specifications. Consolidate all excavated material backfill by mechanical compaction as per section 2.6.14b of the Wisconsin W&S Specifications. The flooding method of consolidation will not be allowed.

Remove excavated material from the site as per the Disposal of Materials and Salvage article of these special provisions. Make up deficiencies in the quantity of suitable backfill material by furnishing and installing granular material meeting the provisions of section 8.43.4 of Wisconsin W&S Specifications. Pit-run sand or gravel will be suitable backfill material provided it conforms to the gradation requirements of s. 8.43.4. At the request of the engineer furnish documentation of gradation testing, showing conformance to Table 37 of s. 8.43., for the material being furnished for trench backfill. Trench backfill will be paid for at the contract unit price.

Install water service laterals for future connection or connect to the existing sewer service at a point at the right-of-way line or the back of proposed sidewalk as directed by the engineer.

Assumed locations of existing water service laterals are shown on the plans as a guide and to establish a contract quantity.

D Measurement

The department will measure Water Service Lateral (Size) by the linear foot, acceptably complete in place, measured from centerline of watermain to the point of connection to the existing water lateral, or to the end portion of stubs for future connections.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.25	Water Service Lateral, 1-Inch	LF

Payment is full compensation for mobilization; excavation; furnishing and installing temporary sheathing, shoring, and bracing; dewatering; furnishing and installing water service lateral; backfilling with excavated material and compaction; providing as-build records; furnishing and installing all material not permanently incorporated in the work; for disposing of surplus material and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

75. Sanitary Sewer, 15-Inch, Item SPV.0090.26; Sanitary Sewer, 12-Inch, Item SPV.0090.27; Sanitary Sewer, 10-Inch, Item SPV.0090.28; Sanitary Sewer, 8-Inch, Item SPV.0090.29.

A Description

Furnish and install sanitary sewer, of indicated diameter, at the locations, and to the required lines and grades as shown on the plans, and as hereinafter provided.

B Materials

Sanitary Sewer shall be PVC SDR-35, with rubber gasket joints, and shall conform to the requirements of section 8.10.1 - 8.10.6(a) of the Wisconsin W&S Specifications.

C Construction

Construct sanitary sewer according to the pertinent requirements of Part II and Part III of the Wisconsin W&S Specifications.

Furnish and install Class B bedding as per section 8.43 and standard detail file 4 of the Wisconsin W&S Specifications for all sanitary sewer, with the provision that bedding sand will not be allowed.

Backfill all trenches with excavated material if such excavated material meets the provisions of section 8.43.5 of the Wisconsin W&S Specifications. Consolidate all excavated material backfill using mechanical compaction in as per section 2.6.14b of the Wisconsin W&S Specifications. The flooding method of consolidation will not be allowed.

Remove excavated material from the site as per the Disposal of Materials and Salvage article of these special provisions. Make up deficiencies in the quantity of suitable backfill material by furnishing and installing granular material meeting the provisions of section 8.43.4 of Wisconsin W&S Specifications. Pit-run sand or gravel will be suitable backfill material provided it conforms to the gradation requirements of s. 8.43.4. At the request of the engineer furnish documentation of gradation testing, showing conformance to Table 37 of s. 8.43.4, for the material being furnished for trench backfill. Trench backfill will be paid for at the contract unit price.

Make provisions to bypass wastewater in an environmentally-acceptable manner as per all applicable Department of Natural Resources regulations. This work shall be coordinated with the city Water and Sewer Department. The cost of this work will not be paid for separately but shall be incidental to the unit bid price for sanitary sewer.

Test all sanitary sewer with a go-no-go mandrel for deflection as per section 3.2.6(i)4 of the Wisconsin W&S Specifications. Perform the low pressure air test for leakage as per section 3.7.3 of the standard specifications for all sewers that are not being re-laid with active service connections. Notify engineer at least 48 hours prior to testing. Engineer or delegated representative must be present during all phases of testing. The cost of this work will not be paid for separately but shall be incidental to the unit bid price for sanitary sewer.

Provide televised video inspection logs and tapes for sanitary sewer installed under this contract. Videotapes are to show the position of the camera with reference to the length of the sewer run being televised. Provide video inspection logs in digital format as well, compatible with WinCam program. The cost of this work will not be paid for separately but shall be incidental to the unit bid price for sanitary sewer.

D Measurement

The department will measure Sanitary Sewer (inch) by the linear foot, acceptably complete in place. The footage to be paid shall be measured from centerline-of-manhole to centerline-of-manhole, or to the end portion not terminating in a manhole.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.26	Sanitary Sewer, 15-Inch	LF
SPV.0090.27	Sanitary Sewer, 12-Inch	LF
SPV.0090.28	Sanitary Sewer, 10-Inch	LF
SPV.0090.29	Sanitary Sewer, 8-Inch	LF

Payment is full compensation for mobilization; excavation; temporary sheathing, shoring, and bracing; dewatering; furnishing and installing sewer, and bedding; backfilling with excavated material and compaction; testing as herein provided; removal of all material not permanently incorporated in the work; for disposing of surplus material and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

76. Sanitary Sewer Service Lateral, 6-Inch, Item SPV.0090.30.

A Description

Furnish and install sanitary sewer service lateral, of the indicated diameter, at the locations and to the required grades as tabulated on the plans or as required to meet the locations of existing sewer services as found in the field, and as hereinafter provided.

B Materials

Sanitary sewer service lateral shall be PVC SDR-35, with rubber gasket joints, and shall conform to the requirements of section 8.10.1 - 8.10.6(a) of the Wisconsin W&S Specifications.

C Construction

Construct sanitary sewer service lateral according to the pertinent requirements of Part II, Part III, and Part V of the Wisconsin W&S Specifications.

Furnish and install Class B bedding as per section 8.43 and standard detail file 4 of the Wisconsin W&S Specifications for all sanitary sewer, with the provision that bedding sand will not be allowed.

Backfill all trenches with excavated material if such excavated material meets the provisions of section 8.43.5 of the Wisconsin W&S Specifications. Consolidate all excavated material backfill by mechanical compaction in as per section 2.6.14b of the Wisconsin W&S Specifications. The flooding method of consolidation will not be allowed.

Remove excavated material from the site as per the Disposal of Materials and Salvage article of these special provisions. Make up deficiencies in the quantity of suitable backfill material by furnishing and installing granular material meeting the provisions of section 6.43.4 of Wisconsin W&S Specifications. Pit-run sand or gravel will be suitable backfill material provided it conforms to the gradation requirements of s. 6.43.4. At the request of the engineer furnish documentation of gradation testing, showing conformance to Table 37 of s. 6.43., for the material being furnished for trench backfill. Trench backfill will be paid for at the contract unit price.

Install sanitary sewer service laterals and cap for future connection or connect to the existing sewer service at a point at the right-of-way line or the back of proposed sidewalk as directed by the engineer.

Locations of existing sewer service laterals are assumed to be near to water service laterals as a guide and to establish a contract quantity.

Minimum lateral slope shall be 1.00%. Install sewer service laterals that cross the route of the proposed storm sewer at the grades tabulated on the plans to provide required clearance or as directed by the engineer where the location of a service lateral is shifted in the field to meet an existing sewer service.

As Built Record - Report to the engineer in written tabulated form: distance from downstream manhole to lateral wye and length of each lateral installed.

End locations of capped laterals shall be witness staked, measured for future reference, and recorded as directed by the engineer.

D Measurement

The department will measure Sanitary Sewer Service Lateral 6-Inch by the linear foot, acceptably complete in place. The footage to be paid shall be measured from centerline of sanitary sewer main to the point of connection to the existing sewer lateral, or to the capped end portion of stubs for future connections.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.30	Sanitary Sewer Service Lateral 6-Inch	LF

Payment is full compensation for mobilization; excavation; temporary sheathing, shoring, and bracing; dewatering; furnishing and installing sewer service lateral and all required fittings; restoration; furnishing and placing bedding; backfilling with excavated material and compaction; as build records; removing all material not permanently incorporated in the work; for disposing of surplus material and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

77. Sanitary Sewer Forcemain, 6-Inch, Item SPV.0090.31.

A Description

Furnish and install sanitary sewer Forcemain, of indicated diameter, at the locations, and to the required lines and grades as shown on the plans, and as hereinafter provided.

B Materials

Sanitary Sewer Forcemain shall be PVC, pressure class 150 psi, SDR-18 conforming to AWWA C-900 (4" to 12") or AWWA C-905 (14" to 48"), with integral bell and spigot joints with an elastomeric seal conforming to Section 8.51.2 of the standard specifications.

C Construction

Construct sanitary sewer forcemain according to the pertinent requirements of Part II and Part III of the Wisconsin W&S Specifications.

Furnish and install Class B bedding as per section 8.43 and standard detail file 4 of the Wisconsin W&S Specifications for all sanitary sewer, with the provision that bedding sand will not be allowed.

Backfill all trenches with excavated material if such excavated material meets the provisions of section 8.43.5 of the Wisconsin W&S Specifications. Consolidate all excavated material backfill using mechanical compaction in as per section 2.6.14b of the Wisconsin W&S Specifications. The flooding method of consolidation will not be allowed.

Remove excavated material from the site as per the Disposal of Materials and Salvage article of these special provisions. Make up deficiencies in the quantity of suitable backfill material by furnishing and installing granular material meeting the provisions of section 8.43.4 of Wisconsin W&S Specifications. Pit-run sand or gravel will be suitable backfill material provided it conforms to the gradation requirements of s. 8.43.4. At the request of the engineer furnish documentation of gradation testing, showing conformance to Table 37 of s. 8.43.4, for the material being furnished for trench backfill. Trench backfill will be paid for at the contract unit price.

Make provisions to bypass wastewater in an environmentally-acceptable manner as per all applicable Department of Natural Resources regulations. This work shall be coordinated with the city Water and Sewer Department. The cost of this work will not be paid for separately but shall be incidental to the unit bid price for sanitary sewer forcemain.

D Measurement

The department will measure Sanitary Sewer (Inch) by the linear foot, acceptably complete in place. The footage to be paid shall be measured from centerline-of-manhole to centerline-of-manhole, or to the end portion not terminating in a manhole.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.31	Sanitary Sewer Forcemain, 6-Inch	LF

Payment is full compensation for mobilization; excavation; temporary sheathing, shoring, and bracing; dewatering; furnishing and installing sewer, and bedding; backfilling with excavated material and compaction; testing as herein provided; removal of all material not permanently incorporated in the work; for disposing of surplus material and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

78. Watermain Directionally Drilled, 10-Inch, Item SPV.0090.32; Sanitary Sewer Forcemain Directionally Drilled, 6-Inch, Item SPV.0090.33.

A Description

Furnish and install Directionally Drilled Watermain and Sanitary Forcemain, of indicated diameter, at the locations, and to the required lines and grades as shown on the plans, and as hereinafter provided.

B Materials

Pipe for directional drilling shall be High Density Polyethylene (HDPE) force main per Section 8.51.3 of Standard Specifications. Pipe shall be DIPS pipe with Pressure Class 160 psi DR-11. The intent is to install HDPE pipe with an inside diameter at least as large as the standard watermain or forcemain pipe specified above for the nominal diameter called out on the plans. Class 52 DI pipe to HDPE connections shall be made with approved DIPS Bell MJ Adapter.

C Construction

Horizontal Directional Drilling shall be per Section 6.4.0 of the Standard Specifications. Stream crossing depth shall be 6.5 to 8 feet below the channel bottom. Provisions of section 6.4.7 regarding additional payment for borehole adjustments to obstructions are waived. Cost of re-drilling or borehole adjustments will be considered incidental to the Bid Price for this work.

Dewatering shall conform to the requirements of Section 2.2.13 of the Standard Specifications. Implementation of temporary dewatering wells shall conform to NR 812. Dewatering capacity shall not exceed 70 gpm unless the contractor secures applicable permits from WDNR. Include all costs of dewatering in the Bid Price for Construction Dewatering.

A sediment settling tank conforming WDNR Technical Standard 1061 to shall be used for ground water pumped out of trenches, boring pits or temporary wells. Include costs of sediment and erosion control measures associated with directional drilling and dewatering in the Bid Price for Erosion Control.

All Watermain Disinfection, Biological Testing, and Leakage Testing shall be performed as specified above in the specification for standard watermain.

D Measurement

The department will measure directional Watermain Directionally Drilled 10-Inch and Sanitary Sewer Forcemain Directionally Drilled by the linear foot, acceptably complete in place. The footage to be paid shall be measured along the centerline of the pipe.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.32	Watermain Directionally Drilled, 10-Inch	LF
SPV.0090.33	Sanitary Sewer Forcemain Directionally Drilled, 6-Inch	LF

Costs of all required side transition fittings and joint adapters will be considered incidental to the bid price for this installation. Regardless of the nominal HDPE pipe diameter required to provide the above criteria the installation will be paid for as 8" Directionally Drilled Watermain.

Payment is full compensation for mobilization; excavation; temporary sheathing, shoring, and bracing; dewatering; furnishing and installing sewer, and bedding; backfilling with excavated material and compaction; testing as herein provided; removal of all material not permanently incorporated in the work; for disposing of surplus material and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

79. Equivalent Lighting Conductor, Item SPV.0090.61.

A Description

This special provision describes furnishing and installing electrical conductors to match existing street lighting circuits.

B Materials

Furnish electrical conductors equivalent to conductors in existing lighting circuits and incidentals according to the pertinent requirements of standard spec 655.2. Furnish various

sizes/types of electrical conductors to match all existing systems within the project limits. All sizes and types of electrical conductors shall be paid under this bid item.

C Construction

Perform a pre-construction site assessment with the City of Waterloo and the engineer for all areas where this item is used. The site assessment shall include written documentation of existing service points, circuiting patterns, number of conductors and the conductor size/type.

This item includes the removal and abandonment of any existing conductors which preclude the ability to run new conductors in existing conduit.

Install electrical conductors according to the pertinent requirements of standard spec 655.3.

D Measurement

The department will measure Equivalent Lighting Conductors in length by the linear foot of tape, acceptably completed, measured along the centerline of the conduit multiplied by the number of conductors used.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.61	Equivalent Lighting Conductors	LF

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

80. Parapet Concrete Type 'TX', Item SPV.0090.81.

A Description

This special provision describes construction of a decorative concrete parapet according to standard spec 501, 502, and 505, as shown on the plans, and as hereinafter provided. The concrete mix used for this parapet shall include polypropylene fibers.

B Materials

The polypropylene fibers shall be engineered synthetic reinforcing fibers of 100% polypropylene collated fibers.

The physical properties of the fibers shall be as follows:

Specific Gravity:	0.91
Denier:	Less than 100
Modulus of Elasticity:	0.5×10^6 to 0.7×10^6 psi
Tensile Strength:	70 to 110 ksi
Length:	1/2 to 2-1/2 inches

The polypropylene fiber manufacturer shall certify in writing that all polypropylene fibers are specifically manufactured for use in concrete from virgin polypropylene and the physical properties are within the limits specified above.

If the fiber manufacturer is other than the brand name listed on the literature and/or packaging, the certification must be from the original manufacturer of the polypropylene fibers.

The fiber length shall be determined by the manufacturer to be compatible with the concrete mix design.

C Construction

The polypropylene fiber manufacturer or authorized distributor shall provide the services of a qualified engineer or employee for a pre-construction meeting and initial job start up.

Use polypropylene fibers at the rate of one bag weighing 1.5 to 1.6 pounds per cubic yard of concrete. The fibers may be added with the fine and coarse aggregates or in the mixer after all ingredients have been blended and mixed according to manufacturer's recommendations.

D Measurement

The department will measure Parapet Concrete Type 'TX' by the linear foot of parapet, 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.0090.81	Parapet Concrete Type 'TX'	LF

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

81. Concrete Pavement Joint Layout, Item SPV.0105.01.

A Description

This special provision describes providing a concrete pavement or concrete base joint layout design for intersections and marking the location of all joints in the field.

B (Vacant)

C Construction

Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete to prevent uncontrolled cracking. Submit a joint layout design to the engineer before paving each intersection. Mark the location of all concrete

joint in the field. Follow the plan details for joints in concrete making adjustments as required to fit field conditions.

D Measurement

The department will measure Concrete Pavement Joint Layout as a single lump sum unit of work for all joint layout designs and marking, 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.0105.01	Concrete Pavement Joint Layout	LS

Payment is full compensation for providing the intersection joint layout designs and marking all joints in the field.

The department will adjust pay for crack repairs as specified in standard spec 415.5.3.

82. Stone Mulch, Item SPV.0165.01.

A Description

This special provision describes salvaging and placing, or furnishing and placing stone mulch in landscape beds to restore landscape areas with stone mulch that are disturbed by construction activities and as directed by the engineer.

B Materials

If existing material cannot be salvaged with a sufficient quantity to restore the area to pre-construction activity conditions, furnish new stone mulch as follows.

Furnish washed, coarse aggregate landscape stone mulch matching the existing stone mulch in the area being replaced in type, color, and size.

Furnish weed barrier fabric according to standard spec 632.2.14.

C Construction

Salvage the existing stone mulch material by removing and stockpiling the material.

Maintain or carefully cut away and remove existing weed barrier fabric without undermining or disturbing fabric outside the construction limits. Install new weed barrier fabric between the subgrade and salvaged or new stone mulch if the existing weed barrier fabric cannot be salvaged.

Place approximately 3 inches thickness of stone mulch within the disturbed area after performing all necessary backfilling and adjustment. Blend new mulch into existing mulch to create a smooth transition.

D Measurement

The department will measure Stone Mulch by the square foot of disturbed and restored area, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Stone Mulch	SF

Payment is full compensation for furnishing and placing stone mulch and weed barrier fabric; for excavation, salvaging and stockpiling existing stone mulch; for excavation, hauling and disposal of waste material.

83. Concrete Sidewalk HES 4-Inch, Item SPV.0165.02.**A Description**

This special provision describes constructing concrete sidewalk according to the requirements of standard spec 602, at locations approved by the engineer, and as hereinafter provided.

B Materials.

Provide concrete that conforms to the requirements for high early strength concrete according to standard spec 501.

C Construction

Perform this work at locations directed by the engineer according to the requirements of standard spec 415 for concrete pavement high early strength. Use 9-bag HES cement rather than 7-bag HES.

D Measurement

The department will measure Concrete Sidewalk HES 6-Inch by square foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.02	Concrete Sidewalk HES 6-Inch	SF

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

The department will adjust pay for crack repairs on concrete built under standard spec 602 as specified in standard spec 416.5.2 for ancillary concrete.

84. Excavation, Hauling, and Disposal of Petroleum-Contaminated Soil and Management of Petroleum-Contaminated Groundwater, Item SPV.0195.01.

A Description

A.1 General

This special provision describes excavating, loading, hauling, and disposing of petroleum-contaminated soil at a DNR approved treatment and disposal facility. The closest DNR approved treatment and disposal facility is:

Advanced Disposal Services Glacier Ridge Landfill
N7296 County Road V
Horicon, Wisconsin 53032

Waste Management Solutions Madison Prairie Landfill
6002 Nelson Rd
Sun Prairie, WI 53590

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.

This special provision also describes pumping and disposing of petroleum-contaminated groundwater (if dewatering is necessary).

Perform this work according to standard spec 205 and with pertinent parts of Chapters NR 100-299 of the Wisconsin Administrative Code, as supplemented herein. 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.

A.2 Notice to the Contractor – Contaminated Soil and Groundwater Locations

The department completed testing for soil and groundwater contamination for locations within this project where excavation is required.

Low level petroleum-contaminated soil and groundwater is present within the limits of construction at the following locations:

Site 10 - Loeder BP (BRRTS# 03-28-099087), 300 W. Madison Street, Station 56+75 to Station 57+75 from reference line to limits on RT.

Petroleum-contaminated soil and groundwater is present within the limits of construction at the following locations:

Site 11 - City of Waterloo – Former Royle Communications (BRRTS# 03-28-202880), 213 and 220 W. Madison Street, Station 58+50 to Station 59+25 from reference line to limits on LT.

Site 12 - City of Waterloo – Former Hotmar Construction (BRRTS# 03-28-202879), 151 W. Madison Street, Station 60+25 to Station 61+25 from limits on RT to limits on LT.

Site 13 - U-Serve U-Save Auto Repair (BRRTS# 03-28-099087), 104 W. Madison Street, Station 62+75 to Station 63+25 from reference line to limits on RT.

Site 14 – City of Waterloo – Stubby’s Bowl (BRRTS # 03-28-002170), 127 E. Madison Street Station 65+00 to Station 65+75 from reference line to limits on LT.

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

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

Name: Daniel Haak
Address: TRC Environmental Corporation
708 Heartland Trail, Suite 3000, Madison, WI 53717
Phone: (608) 826-3628
Fax: (608) 826-3941
E-mail: dhaak@trcsolutions.com

A.3 Coordination

Coordinate work under this Contract with the environmental consultant retained by the department:

Consultant: TRC Environmental Corporation
Contact: Mr. Dan Haak
Address: 708 Heartland Trail, Suite 3000, Madison, WI 53717
Phone: (608) 826-3628
Fax: (608) 826-3941
E-mail: dhaak@trcsolutions.com

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
2. Identifying contaminated soils to be hauled to the disposal facility;

3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein; and
4. Obtaining the necessary approvals for disposal of contaminated soil from the disposal facility.
5. Identifying contaminated groundwater to be pumped for treatment and disposal (if dewatering is necessary).

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 three calendar days prior to commencement of excavation activities in each of the contaminated areas.

Identify the DNR approved disposal facility that will be used for disposal of petroleum-contaminated soils, 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 petroleum-contaminated soils from the disposal facility.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation 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 transport contaminated soil or pump contaminated groundwater offsite without prior approval from the environmental consultant.

A.4 Protection of Groundwater Monitoring Wells

Groundwater monitoring wells, including lost or improperly abandoned wells, may be present within the construction limits. Notify the environmental consultant when groundwater monitoring wells are encountered. Protect all groundwater monitoring wells to maintain their integrity. If required by the environmental consultant, 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, or for wells that require abandonment, 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

Supplement standard spec 107.1 with the following:

During excavation activities, expect to encounter soil contaminated with petroleum VOCs. 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 petroleum-contaminated soil at the disposal facility is subject to the facility's safety policies, which include as a minimum:

1. No smoking is allowed on-site.
2. Maximum speed limit of 15 mph on access roads and 5 mph while in active area.
3. All persons entering the active area must wear the following personal protective equipment: hard hats, high visibility clothing, steel toed work boots, safety glasses, and seat belts.
4. Minimum requirement for spacing is as follows:
 - a. A minimum 15 foot Safety Zone is required between landfill equipment and all personnel at all times.
 - b. Do not back up directly behind the compactor or dozer.
 - c. Trucks must yield the right-of-way to landfill equipment.
 - d. 15 feet required between trucks.
5. Only the driver can exit the truck and must stay within 4 feet of the truck. Use of Spotter is prohibited. Helper (if any), must remain in vehicle while unloading.
6. Tailgates of all vehicles may only be opened while in the active area and must be closed prior to exiting the active area.

7. Cleaning out vehicles must be done in designated area, not in the active area. Vehicles must be properly locked out / tagged out according to OSHA during the clean out process.
8. No scavenging is allowed.
9. Horseplay is prohibited.
10. Violation of the landfill's safety policy will result in a verbal or written warning explaining this policy and may result in the loss of dumping privileges.
11. Immediately report all accidents and injuries at the disposal facility to landfill management.

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

The environmental consultant will periodically examine excavated soil during excavations in the areas of known soil contamination within the construction limits.

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated and to 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 or can be beneficially re-used on-site. 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:

1. 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
2. Low-level contaminated material for reuse as fill within the construction limits, or

3. Contaminated soil for off-site disposal at the WDNR-licensed treatment and disposal facility, or
4. Potentially contaminated for temporary stockpiling and additional characterization prior to disposal.

Some material may require additional characterization prior to disposal. Provide for the temporary stockpiling of up to 100 cubic yards of contaminated soil on-site 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, within 10 business days of the construction of the stockpile, of disposal requirements. The stockpiled material shall be disposed either at the WDNR-licensed disposal facility by the contractor or, if characterized as hazardous waste, by the department. 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 soils designated by the environmental consultant for off-site disposal to the DNR approved disposal facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of contaminated soils or residues. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids. Verify that the vehicles used to transport contaminated material are licensed for such activity according to applicable state and federal regulations.

When material is encountered outside the above-identified limits of known contamination that appears to have been impacted with petroleum 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 areas.

Contaminated groundwater generated from dewatering activities within the contaminated areas may exceed the surface water discharge limits for PVOCs 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.

Coordinate pumping activities with the environmental consultant who will have a tanker onsite to remove contaminated water that exceeds surface water discharge limits, as determined by the environmental consultant, from the excavation as necessary to complete construction. 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.

As an alternative, temporary holding tanks may be used to pump contaminated water that exceeds surface water discharge limits, as determined by environmental consultant, into for treatment and disposal at an approved facility, as necessary to complete construction.

The environmental consultant will coordinate approval of contaminated water hauling and disposal. Only pump contaminated groundwater if the environmental consultant is on-site.

Discharging contaminated groundwater to any location other than that approved and provided by the environmental consultant, is at the contractor's cost. If the contractor chooses alternate discharge, at the contractor's cost, obtain DNR concurrence on any dewatering plans, and provide and operate any and all treatment and discharge equipment required.

Employ construction methods and techniques in a manner that will minimize the need for dewatering, and if dewatering is required, minimize the volume of water generated. Take measures to limit groundwater, surface water, and precipitation from entering and exiting excavations in the areas of contamination. Such measures, which may include berming, ditching, or other means, shall be maintained until construction of utilities in the areas of contamination are complete.

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 Excavation, Hauling, and Disposal of Petroleum-Contaminated Soil and Management of Petroleum-Contaminated Groundwater in tons of contaminated soil accepted by the disposal facility as documented by weight tickets generated by the disposal 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 Petroleum-Contaminated Soil and Management of Petroleum-Contaminated Groundwater	Ton

Payment is full compensation for excavating, segregating, loading, hauling, treatment, and disposal of contaminated soil; tipping fees including applicable taxes and surcharges; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; and for dewatering of soils prior to transport, if necessary.

85. Sanitary Sewer Manhole, 48-Inch, Item SPV.0200.21

A Description

Furnish and install sanitary sewer manholes and drop manholes, of the specified diameter, at the locations and to the required grades, as shown on the plans, and as hereinafter provided.

B Materials

Sanitary Sewer Manholes shall be pre-cast manholes, conforming to Section 3.5.0 of the Wisconsin W&S Specifications and ASTM C-478. Furnish manholes with eccentric cone sections and minimum 48" inside diameter.

Joints for precast sections shall be made with Ram Nek, Kent Seal or approved equal.

Manhole steps shall be Neenah R-1981-J.

Provide factory installed rubber boots for all manhole pipe connections.

Castings shall be shall be Neenah R-1550 frame and type "B" sealed non-rocking lid with concealed pick holes.

Furnish and install Type I internal/external rubber sleeve frame/chimney seal by Adaptor Inc.

C Construction

Install manholes and drop manholes according to the pertinent requirements of Part II and Part III of the Wisconsin W&S Specifications.

Install sanitary sewer manholes per standard detail file No. 12 of the Wisconsin W&S Specifications.

Install drop sanitary sewer manholes per standard detail file No. 19 of the Wisconsin W&S Specifications.

Install frame casting with a Type I Flexible Watertight Frame/Chimney Joint, per s3.5.4.1(b) and standard detail file No. 12A of the Wisconsin W&S Specifications.

Installation of manhole castings shall be to finished grade.

D Measurement

The department will measure Sanitary Sewer Manholes 48-Inch by the vertical foot, acceptably complete in place, measured from the invert of the outgoing pipe to the manhole rim at finished grade.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0200.21	Sanitary Sewer Manhole, 48-Inch	VF

Payment is full compensation for mobilization; excavation; temporary sheathing, shoring, and bracing; dewatering; furnishing and installing manholes, all required castings, seals, fittings and hardware; furnishing and installing bedding; backfilling and compaction; removing all material not permanently incorporated in the work; for disposing of surplus material 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 2 (number) TrANS Graduate(s) be utilized on this contract.

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 2 (number) TrANS Apprentice(s) be utilized on this contract.

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

1. Description

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

2. Definitions

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

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

3. DBE Percentage Required at Bid Submission

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

4. WisDOT Interpretation of Federal DBE Program Provision

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

a. Department's DBE Evaluation Process

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

b. Documentation Submittal

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

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

(1) **Bidder Meets DBE Goal**

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

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

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

c. **Bidder Fails to Submit Documentation**

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

5. Department's Criteria for Good Faith Effort

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

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

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

b. Prime Contractors should:

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

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

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

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

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

6. Use of Joint Checks

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

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

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

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

7. Bidder's Appeal Process

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

8. Department's Criteria for DBE Participation

Directory of DBE firms

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

9. Counting DBE Participation

Assessing DBE Work

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

10. Commercially Useful Function

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

11. Credit Evaluation for Trucking

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

12. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

c. Brokers, Transaction Expeditors, Packagers, Manufacturers Representatives

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

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

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

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

13. Credit Evaluation for DBE Primes

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

14. Joint Venture

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

15. Mentor Protégé

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

16. DBE Replacement or Termination

Contractual Requirement

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

Contractor Considerations

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

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

The Request to Replace or Terminate a DBE

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

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

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

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

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

Evaluation and Response to the Request

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

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

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

17. DBE Utilization beyond the approved DBE Commitment Form DT1506

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

- a. Send an email to the DBE Engineer at DBE_Alert@dot.wi.gov describing the work to be performed by the new DBE including the proposed schedule or duration, DBE name and contact information. You may also call the DBE Engineer at 414-659-0487 to notify him of the change verbally.
If the scope change added work for a participating DBE; list the date and reason for the scope change.
- b. Forward a complete, signed Attachment 'A' form to the DBE Office at DBE_Alert@dot.wi.gov. A complete Attachment A includes DBE contact information, signature, subcontract value and proper description of the work areas to be performed by the DBE.
The DBE office will confirm the DBE participation and revise the DT1506 based on the email/discussion and attach the new/revised Attachment A to the Contract record/documentation.

18. Contract Modifications

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

19. Payment

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

APPENDIX A

Sample Contractor Solicitation Letter Page 1

This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

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

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

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

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

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

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

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

All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____
 Letting Date: _____
 Project ID: _____

Please check all that apply

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

Prime Contractor's Contact Person

DBE Contractor Contact Person

 Phone: _____
 Fax: _____
 Email: _____

 Phone: _____
 Fax: _____
 Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

APPENDIX B

BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

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

Primes

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

DBE

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

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

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

APPENDIX D

Good Faith Effort Evaluation Guidance

Excerpt from Appendix A of 49 CFR Part 26

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

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

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

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

Appendix E

Small Business Network [SBN] Overview

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Release of Routine Retainage

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

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

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

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

ADDITIONAL SPECIAL PROVISION 6
ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

440.3.5.2 Corrective Actions for Localized Roughness

Replace paragraph two with the following effective with the September 2016 letting:

- (2) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without physically riding that work. The engineer will not direct corrective action on bridges without authorization from the department's bureau of structures.
-

450.3.1.1.4 Recording Truck Loads

Replace the entire text with the following effective with the December 2016 letting:

- (1) If not using automatic batch recording, install a digital recorder as part of the platform truck or storage silo scales. Ensure that the recorder can produce a printed digital record of at least the gross or net weights of delivery trucks. Provide gross, tare, net weights, load count, and the cumulative tonnage; the date, time, ticket number, WisDOT project ID, and mix 250 number; and the mix type including the traffic, binder, and mix designation codes specified in 460.3.1. Ensure that scales cannot be manually manipulated during the printing process. Provide an interlock to prevent printing until the scales come to rest. Size the scales and recorder to accurately weigh the heaviest loaded trucks or tractor-trailers hauling asphaltic mixture. Ensure that recorded weights are accurate to within 0.1 percent of the nominal capacity of the scale.
 - (2) Ensure that tickets identify additives not included in the mix design submittal. Indicate on the ticket if the mixture will be placed under a cold weather paving plan and identify the warm mix additive and dosage rate required under 450.3.2.1.2.2.
-

455.3.2.1 General

Replace paragraph one with the following effective with the December 2016 letting:

- (1) Apply tack coat only when the air temperature is 32 F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is reasonably free of loose dirt, dust, or other foreign matter. Do not apply to surfaces with standing water. Do not apply if weather or surface conditions are unfavorable or before impending rains.
-

460.2.1 General

Replace the entire text with the following effective with the December 2016 letting:

- (1) Furnish a homogeneous mixture of coarse aggregate, fine aggregate, mineral filler if required, SMA stabilizer if required, recycled material if used, warm mix asphalt additive or process if used, and asphaltic material. Design mixtures conforming to table 460-1 and table 460-2 to 4.0% air voids to establish the aggregate structure.
- (2) Determine the target JMF asphalt binder content for production from the mix design data corresponding to 3.0% air voids (97% Gmm) target at the design the number of gyrations (Ndes). Add liquid asphalt to achieve the required air voids at Ndes.
- (3) For SMA, determine the target JMF asphalt binder content for production from the mix design data corresponding to 4.0% air voids (96% Gmm) target at Ndes.

460.2.8.2.1.5 Control Limits

Replace paragraph one with the following effective with the December 2016 letting:

- (1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
75-µm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent ^[1]	+1.3/-1.0	+1.0/-0.7
VMA in percent ^[2]	- 0.5	- 0.2

^[1] For SMA, JMF limits are +/-1.3 and warning limits are +/-1.0.

^[2] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.

460.2.8.2.1.6 Job Mix Formula Adjustment

Replace paragraph one with the following effective with the December 2016 letting:

- (1) The contractor may request adjustment of the JMF according to CMM 8-36.6.13.1. Have an HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have a certified Hot Mix Asphalt, Mix Design, Report Submittals technician review the proposed adjustment and, if acceptable, issue a revised JMF.

460.2.8.3.1.6 Acceptable Verification Parameters

Replace paragraph one with the following effective with the December 2016 letting:

- (1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:
- Va is within a range of 2.0 to 4.3 percent. For SMA, Va is within a range of 2.7 to 5.3 percent.
 - VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.

460.3.3.1 Minimum Required Density

Replace paragraph one with the following effective with the December 2016 letting:

- (1) Compact all layers of HMA mixture to the density table 460-3 shows for the applicable mixture, location, and layer.

TABLE 460-3 MINIMUM REQUIRED DENSITY^[1]

LOCATION	LAYER	PERCENT OF TARGET MAXIMUM DENSITY		
		MIXTURE TYPE		
		LT and MT	HT	SMA ^[5]
TRAFFIC LANES ^[2]	LOWER	93.0 ^[3]	93.0 ^[4]	—
	UPPER	93.0	93.0	—
SIDE ROADS, CROSSOVERS, TURN LANES, & RAMPS	LOWER	93.0 ^[3]	93.0 ^[4]	—
	UPPER	93.0	93.0	—
SHOULDERS & APPURTENANCES	LOWER	91.0	91.0	—
	UPPER	92.0	92.0	—

^[1] The table values are for average lot density. If any individual density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer may investigate the acceptability of that material.

^[2] Includes parking lanes as determined by the engineer.

^[3] Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

^[4] Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

^[5] The minimum required densities for SMA mixtures are determined according to CMM 8-15.

460.5.2.1 General

Replace paragraph six with the following effective with the December 2016 letting:

- (6) If during a QV dispute resolution investigation the department discovers mixture with $1.5 > V_a > 5.0$ or VMA more than 1.0 below the minimum allowed in table 460-1, and the engineer allows that mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

460.5.2.3 Incentive for HMA Pavement Density

Replace paragraph one with the following effective with the December 2016 letting:

- (1) If the lot density is greater than the minimum specified in table 460-3 and all individual air voids test results for that mixture placed during the same day are within 2.5 - 4.0 percent, the department will adjust pay for that lot as follows:

INCENTIVE PAY ADJUSTMENT FOR HMA PAVEMENT DENSITY^[1]

PERCENT LOT DENSITY ABOVE SPECIFIED MINIMUM	PAY ADJUSTMENT PER TON ^[2]
From -0.4 to 1.0 inclusive	\$0
From 1.1 to 1.8 inclusive	\$0.40
More than 1.8	\$0.80

^[1] SMA pavements are not eligible for density incentive.

^[2] The department will prorate the pay adjustment for a partial lot.

501.2.6 Fly Ash

Replace the entire subsection with the following effective with the December 2016 letting:

501.2.6.1 General

- (1) Fly ash is defined as a finely divided residue resulting from the combustion of coal in a base loaded electric generating plant, transported from the boiler by flue gases, and later collected, generally by precipitators. Use fly ash in concrete manufactured by facilities and processes known to provide satisfactory material.
- (2) Test fly ash using a recognized laboratory, as defined in 501.2.2(1), starting at least 30 days before its proposed use, and continuing at ASTM-required frequencies as the work progresses. The manufacturer shall test the chemical and physical properties listed in tables 1 and 2 of ASTM C618 at the frequencies and by the test methods prescribed in ASTM C311.
- (3) Use only one source of fly ash for a bid item of work under the contract, unless the engineer directs or allows otherwise in writing.
- (4) Prequalify any proposed fly ash source as follows: The contractor shall obtain a copy of the certified report of tests or analysis made by a qualified independent laboratory, recognized by the department under 501.2.2, showing full and complete compliance with the above specification from the fly ash manufacturer and furnish it to the engineer. Provide this report to the engineer at least 14 calendar days before using the fly ash.
- (5) The manufacturer shall retain test records for at least 5 years after completing the work, and provide these records upon request.

501.2.6.2 Class C Ash

- (1) Conform to ASTM C618 class C except limit the loss on ignition to a maximum of 2 percent.

501.2.6.3 Class F Ash

- (2) Furnish a class F fly ash from a source listed on the department's approved product list, and conform to ASTM C618 class F except limit the loss on ignition to a maximum of 2 percent.

502.3.7.8 Floors

Replace paragraph sixteen with the following effective with the September 2016 letting:

- (16) The finished bridge floor shall conform to the surface test specified in 415.3.10. The engineer will not direct corrective grinding without authorization from the department's bureau of structures.

503.3.2.1.1 Tolerances

Increase the "length of beam" max tolerance for prestressed concrete I-type girders from 3/4" to 1 1/2" effective with the December 2016 letting:

PRESTRESSED CONCRETE I-TYPE GIRDERS

Length of beam..... +/- 1/8" per 10', up to a max of +/- 1 1/2"

517.3.1.7.3 Epoxy System Intermediate and Protective Coats

Replace paragraph one with the following effective with the December 2016 letting:

- (1) Mask the faying surfaces of bolted field splices and the top of the top flanges where welding the stud shear connectors during coat application. On all other areas including the outside surfaces of splice plates, ensure that the dry film thickness conforms to the following:
 1. For the white intermediate coat, 3.5 mils to 8 mils.
 2. For the protective coat, sufficient thickness to provide a uniform color and appearance but not less than 3 mil or more than 6 mils.

Errata

Make the following corrections to the standard specifications:

Throughout the contract:

Update all references to the construction rental rate "Blue Book" to reference "EquipmentWatch" rates.

105.13.4 Content of Claim

- (1) Include the following 5 items in the claim.
 1. A concise description of the claim.
 2. A clear contractual basis for the claim. This should include reference to 104.2 on revisions to the contract and as appropriate, specific reference to contract language regarding the bid items in question.
 3. Other facts the contractor relies on to support the claim.
 4. A concise statement of the circumstances surrounding the claim and reasons why the department should pay the claim. Explain how the claimed work is a change to the contract work.
 5. A complete breakdown of the costs used to compile the claim. Include copies of all EquipmentWatch equipment rental rate sheets used, with the applicable number highlighted.

109.4.5.5.1 General

- (2) The department will pay for use of contractor-owned equipment the engineer approves for force account work at published rates. The department will pay the contractor expense rates, as modified in 109.4.5.5, given in EquipmentWatch Cost Recovery (formerly Rental Rate Blue Book) . Base all rates on revisions effective on January 1 for all equipment used in that calendar year.

<http://equipmentwatch.com/estimator/>

109.4.5.5.2 Hourly Equipment Expense Rates (Without Operators)

- (1) The contractor shall determine, and the department will confirm, hourly equipment expense rates as follows:

$$\text{HEER} = [\text{RAF} \times \text{ARA} \times (\text{R}/176)] + \text{HOC}$$

Where:

HEER = Hourly equipment expense rate.

RAF = EquipmentWatch regional adjustment factor.

ARA = EquipmentWatch age rate adjustment factor.

R = Current EquipmentWatch monthly rate.

HOC = EquipmentWatch estimated hourly operating cost.

- (2) The EquipmentWatch hourly operating cost represents all costs of equipment operation, including fuel and oil, lubrication, field repairs, tires, expendable parts, and supplies.

109.4.5.5.3 Hourly Equipment Stand-By Rate

- (1) For equipment that is in operational condition and is standing-by with the engineer's approval, the contractor shall determine, and the department will confirm, the hourly stand-by rate as follows:

$$\text{HSBR} = \text{RAF} \times \text{ARA} \times (\text{R}/176) \times (1/2)$$

Where:

HSBR = Hourly stand-by rate.

RAF = EquipmentWatch regional adjustment factor.

ARA = EquipmentWatch age rate adjustment factor.

R = Current EquipmentWatch monthly rate.

- (2) The department will limit payment for stand-by to 10 hours or less per day up to 40 hours per week. The department will not pay the contractor for equipment that is inoperable due to breakdown. The department will not pay for idle equipment if the contractor suspends work or if the contractor is maintaining or repairing the equipment.

109.4.5.5.4 Hourly Outside-Rented Equipment Rate

- (1) If the contractor rents or leases equipment from a third party for force account work, the contractor shall determine, and the department will confirm, the hourly outside-rented equipment rate as follows:

$$\text{HORER} = \text{HRI} + \text{HOC}$$

Where:

HORER = Hourly outside-rented equipment rate

HRI = Hourly rental invoice costs prorated for the actual number of hours that rented equipment is operated solely on force account work

HOC = EquipmentWatch hourly operating cost.

109.2 Scope of Payment

Correct errata to clarify that work under the contract is included in payment unless specifically excluded.

- (2) The department will pay for the quantity of work acceptably completed and measured for payment as the measurement subsection for each bid item specifies. Within the contract provide means to furnish and install the work complete and in-place. Payment is full compensation for everything required to perform the work under the contract including, but not limited to, the work elements listed in the payment subsection. Payment also includes all of the following not specifically excluded in that payment subsection:
1. Furnishing and installing all materials as well as furnishing the labor, tools, supplies, equipment, and incidentals necessary to perform the work.
 2. All losses or damages, except as specified in 107.14, arising from one or more of the following:
 - The nature of the work.
 - The action of the elements.
 - Unforeseen difficulties encountered during prosecution of the work.
 3. All insurance costs, expenses, and risks connected with the prosecution of the work.
 4. All expenses incurred because of an engineer-ordered suspension, except as specified in 104.2.2.3.
 5. All infringements of patents, trademarks, or copyrights.
 6. All other expenses incurred to complete and protect the work under the contract.

204.3.2.2.1 General

Correct errata by removing the reference to 490 which was deleted effective with the 2017 spec.

- (1) Under the Removing Pavement bid item, remove concrete pavements, concrete alleys, concrete driveways, or rigid base including all surfaces or other pavements superimposed on them.

657.2.2.1.1 General

Correct errata by eliminating the reference to department provided arms in the last sentence.

- (1) Furnish shop drawings as specified in 506.3.2, except submit 5 copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the outside diameters of the pole at the butt, top, and splice locations the plans show. Show the width, depth, length, and thickness of all material, and list pertinent ASTM specification designations and metal alloy designations together with the tensile strength of metallic members. Provide tightening procedures for arm-to-pole connections on the shop drawings.

657.2.2.1.4 Poles Designed Under Legacy Standards

Correct errata by deleting the entire subsection to eliminate redundant language.

657.2.2.2 Trombone Arms

Correct errata by changing the reference from 657.2.2.1.3 to 657.2.2.1.2.

- (1) Design aluminum trombone arms as specified in 657.2.2.1.2 based on the completed maximum loading configuration the plans show. Furnish shop drawings conforming to 657.2.2.1.1 that show the width, depth, length, and thickness of all members. Also list the ASTM alloy designation and strength of each aluminum member on the shop drawings.

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.

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll Submittal

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

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

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

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Tess Mulrooney at 608-267-4489 to schedule the training.

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

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator send several sample electronic files to Tess two months before a payroll needs to be submitted. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at:

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

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Non-discrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective August 2015 letting

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc>

Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses*. “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses*. “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

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

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I.** Prevailing Wage Rates, Hours of Labor, and Payment of Wages
- II.** Payroll Requirements
- III.** Postings at the Site of the Work
- IV.** Wage Rate Distribution
- V.** Additional Classifications

**I. PREVAILING WAGE RATES, HOURS OF LABOR AND PAYMENT OF
WAGES**

The U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) attached hereto and made a part hereof furnishes the prevailing wage rates pursuant to Section 84.062 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 84.062, Stats. Apprentices shall be paid at rates not less than those prescribed in their apprenticeship contract.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 16.856 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly base rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half:

January 1

Last Monday in May

July 4

First Monday in September

Fourth Thursday in November

December 25

The day before if January 1, July 4 or December 25 falls on a Saturday, and

The day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, euclid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 84.062 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 84.062 of the Wisconsin Statutes.
- b. A copy of the U.S. Department of Labor (Davis-Bacon, Minimum Wage Rates).
- c. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. WAGE RATE REDISTRIBUTION

A contractor or subcontractor performing work subject to a Davis-Bacon wage determination may discharge its minimum wage obligations for the payment of both straight time wages and fringe benefits by (1) paying both in cash, (2) making payments or incurring costs for bona fide fringe benefits, or (3) by a combination thereof. Thus, under the Davis-Bacon a contractor may offset an amount of monetary wages paid in excess of the minimum wage required under the determination to satisfy its fringe benefit obligations. *See* 40 USC 3142(d) and 29 CFR 5.31.

V. ADDITIONAL CLASSIFICATIONS

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5(a)(1)(ii)). The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.

The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- b. The classification is utilized in the area by the construction industry; and
- c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

General Decision Number: WI170010 02/03/2017 WI10

Superseded General Decision Number: WI20160010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017

BRWI0001-002 06/01/2016

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.84	20.95

BRWI0002-002 06/01/2016

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.04	19.70

BRWI0002-005 06/01/2016

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC,

FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE,
LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE,
OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK,
SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA,
WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.07	20.51

BRWI0003-002 06/01/2016

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57

BRWI0004-002 06/01/2016

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.59	21.49

BRWI0006-002 06/01/2016

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,
ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.04	19.75

BRWI0007-002 06/01/2016

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.54	20.95

BRWI0008-002 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.98	20.62

BRWI0011-002 06/01/2016

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57

BRWI0019-002 06/01/2015		

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.36	16.51

BRWI0034-002 06/01/2015		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.86	17.22

CARP0087-001 07/01/2012		

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.....	\$ 33.34	16.73

CARP0252-002 07/02/2012		

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO,
BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA,
CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except
area bordering Michigan State Line), FOND DU LAC, FOREST,
GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON,
JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,
MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE,
MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E.
of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE,
PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN,
ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS,
WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD
COUNTIES

Rates	Fringes
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CARPENTER

CARPENTER.....	\$ 30.48	15.80
MILLWRIGHT.....	\$ 32.11	15.80
PILEDRIVER.....	\$ 30.98	15.80

CARP0252-010 07/02/2012

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 30.48	15.80
Millwright.....	\$ 32.11	15.80
Pile Driver.....	\$ 30.98	15.80

CARP0264-003 06/01/2008

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 30.52	14.41

* CARP0361-004 05/01/2016

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 34.57	18.16

CARP2337-001 06/01/2008

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 27.25	19.46
Zone B.....	\$ 24.47	19.46

ELEC0014-002 05/30/2016

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:.....	\$ 32.00	19.28

ELEC0014-007 05/30/2016		

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 24.35	13.15
<p>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).</p>		

ELEC0127-002 06/01/2016		

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 37.71	30%+10.02

ELEC0158-002 05/30/2016		

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

	Rates	Fringes
Electricians:.....	\$ 30.50	29.50% + 9.57

ELEC0159-003 05/30/2016		

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

	Rates	Fringes
Electricians:.....	\$ 36.50	20.39

ELEC0219-004 06/01/2015		

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

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000.....	\$ 31.16	18.34
Electrical contracts under		
\$180,000.....	\$ 28.96	18.26

ELEC0242-005 05/29/2016		

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 34.92	25.05

ELEC0388-002 06/01/2013		

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:.....	\$ 28.96	24.85% + 9.70

ELEC0430-002 06/01/2016		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 36.07	21.84

ELEC0494-005 06/01/2016		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.01	24.00

ELEC0494-006 06/01/2014

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

	Rates	Fringes
Electricians:.....	\$ 29.64	20.54

ELEC0494-013 06/01/2015

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

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

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

ELEC0577-003 05/30/2016

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:.....	\$ 30.68	17.28

ELEC0890-003 06/01/2016		

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

	Rates	Fringes
Electricians:.....	\$ 32.45	26.10% + \$10.56

ELEC0953-001 07/01/2015		

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

ENGI0139-005 06/01/2016		

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 39.27	21.80
Group 2.....	\$ 38.77	21.80
Group 3.....	\$ 38.27	21.80
Group 4.....	\$ 38.01	21.80
Group 5.....	\$ 37.72	21.80
Group 6.....	\$ 31.82	21.80

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.

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

	Rates	Fringes
IRONWORKER.....	\$ 30.86	25.42

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2016

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

	Rates	Fringes
IRONWORKER.....	\$ 33.15	25.42

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor
Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2015

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.....	\$ 32.85	21.84

IRON0498-005 06/01/2008

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

	Rates	Fringes
IRONWORKER.....	\$ 34.34	25.72

IRON0512-008 05/01/2015

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

	Rates	Fringes
IRONWORKER.....	\$ 35.50	23.45

IRON0512-021 05/01/2015		

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

	Rates	Fringes
IRONWORKER.....	\$ 31.04	23.45

LABO0113-002 06/01/2016		

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 27.51	20.35
Group 2.....	\$ 27.66	20.35
Group 3.....	\$ 27.86	20.35
Group 4.....	\$ 28.01	20.35
Group 5.....	\$ 28.16	20.35
Group 6.....	\$ 24.00	20.35

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/01/2016

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.76	20.35
Group 2.....	\$ 26.86	20.35
Group 3.....	\$ 26.91	20.35
Group 4.....	\$ 27.11	20.35
Group 5.....	\$ 26.96	20.35
Group 6.....	\$ 23.85	20.35

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/01/2016

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.57	20.35
Group 2.....	\$ 26.72	20.35
Group 3.....	\$ 26.92	20.35
Group 4.....	\$ 26.89	20.35
Group 5.....	\$ 27.22	20.35

Group 6.....\$ 23.71 20.35

LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LABO0140-002 06/01/2016

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

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.67	16.55
Group 2.....	\$ 30.77	16.55
Group 3.....	\$ 30.82	16.55
Group 4.....	\$ 31.02	16.55
Group 5.....	\$ 30.87	16.55
Group 6.....	\$ 27.30	16.55

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

LABO0464-003 06/01/2016

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.95	16.41
Group 2.....	\$ 31.05	16.41
Group 3.....	\$ 31.10	16.41
Group 4.....	\$ 31.30	16.41
Group 5.....	\$ 31.15	16.41
Group 6.....	\$ 27.30	16.41

LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

* PAIN0106-008 05/02/2016

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 29.86	16.35
Spray, Sandblast, Steel....	\$ 30.46	16.35
Repaint:		
Brush, Roller.....	\$ 28.36	16.35
Spray, Sandblast, Steel....	\$ 28.96	16.35

PAIN0108-002 06/01/2016

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 32.74	18.70
Spray & Sandblast.....	\$ 33.74	18.70

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 06/01/2016

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 30.42	22.19
Brush.....	\$ 30.07	22.19
Spray & Sandblast.....	\$ 30.82	22.19

PAIN0802-002 06/01/2016

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 27.50	17.72

PREMIUM PAY:
Structural Steel, Spray, Bridges = \$1.00 additional per
hour.

PAIN0802-003 06/01/2016

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.39	11.72

PAIN0934-001 06/01/2016

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 32.74	18.70
Spray.....	\$ 33.74	18.70
Structural Steel.....	\$ 32.89	18.70

PAIN1011-002 06/01/2016

FLORENCE COUNTY

	Rates	Fringes
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Painters:.....\$ 24.56 11.93

PLAS0599-010 06/01/2016

	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 06/01/2016

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 26.63	19.85
3 or more Axles; Euclids Dumpton & Articulated, Truck Mechanic.....	\$ 26.78	19.85

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

FEBRUARY 1999

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary 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. The higher of state or federal rate will apply.



Proposal Schedule of Items

Page 1 of 16

Proposal ID: 20170314005 Project(s): 3050-02-72, 3050-02-73

Federal ID(s): WISC 2017095, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0010	201.0120 Clearing	1,235.000 ID	_____.	_____.
0020	201.0220 Grubbing	1,235.000 ID	_____.	_____.
0030	203.0100 Removing Small Pipe Culverts	1.000 EACH	_____.	_____.
0040	203.0600.S Removing Old Structure Over Waterway With Minimal Debris (station) 01. Sta. 47+48	LS	LUMP SUM	_____.
0050	204.0100 Removing Pavement	18,261.000 SY	_____.	_____.
0060	204.0105 Removing Pavement Butt Joints	178.000 SY	_____.	_____.
0070	204.0120 Removing Asphaltic Surface Milling	1,551.000 SY	_____.	_____.
0080	204.0150 Removing Curb & Gutter	416.000 LF	_____.	_____.
0090	204.0155 Removing Concrete Sidewalk	3,252.000 SY	_____.	_____.
0100	204.0185 Removing Masonry	10.000 CY	_____.	_____.
0110	204.0195 Removing Concrete Bases	28.000 EACH	_____.	_____.
0120	204.0220 Removing Inlets	22.000 EACH	_____.	_____.
0130	204.0245 Removing Storm Sewer (size) 01. 10-Inch	112.000 LF	_____.	_____.
0140	204.0245 Removing Storm Sewer (size) 02. 12-Inch	718.000 LF	_____.	_____.
0150	204.0245 Removing Storm Sewer (size) 03. 18-Inch	359.000 LF	_____.	_____.



Proposal Schedule of Items

Page 2 of 16

Proposal ID: 20170314005 Project(s): 3050-02-72, 3050-02-73

Federal ID(s): WISC 2017095, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0160	204.9090.S Removing (item description) 01. Retaining Wall & Steps	159.000 LF	_____.	_____.
0170	205.0100 Excavation Common	17,127.000 CY	_____.	_____.
0180	206.1000 Excavation for Structures Bridges (structure) 01. B-28-175	LS	LUMP SUM	_____.
0190	210.1500 Backfill Structure Type A	466.000 TON	_____.	_____.
0200	213.0100 Finishing Roadway (project) 01. 3050- 02-72	1.000 EACH	_____.	_____.
0210	305.0110 Base Aggregate Dense 3/4-Inch	1,252.000 TON	_____.	_____.
0220	305.0120 Base Aggregate Dense 1 1/4-Inch	13,415.000 TON	_____.	_____.
0230	312.0110 Select Crushed Material	12,042.000 TON	_____.	_____.
0240	405.0100 Coloring Concrete WisDOT Red	31.000 CY	_____.	_____.
0250	415.0080 Concrete Pavement 8-Inch	4,573.000 SY	_____.	_____.
0260	415.0210 Concrete Pavement Gaps	4.000 EACH	_____.	_____.
0270	415.0410 Concrete Pavement Approach Slab	459.000 SY	_____.	_____.
0280	415.1080 Concrete Pavement HES 8-Inch	229.000 SY	_____.	_____.
0290	416.0160 Concrete Driveway 6-Inch	1,141.000 SY	_____.	_____.
0300	416.0260 Concrete Driveway HES 6-Inch	57.000 SY	_____.	_____.
0310	416.0620 Drilled Dowel Bars	42.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20170314005 Project(s): 3050-02-72, 3050-02-73

Federal ID(s): WISC 2017095, N/A

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	440.4410 Incentive IRI Ride	3,320.000 DOL	1.00000	3,320.00
0330	455.0605 Tack Coat	877.000 GAL	_____.	_____.
0340	460.2000 Incentive Density HMA Pavement	2,420.000 DOL	1.00000	2,420.00
0350	460.5223 HMA Pavement 3 LT 58-28 S	1,829.000 TON	_____.	_____.
0360	460.5224 HMA Pavement 4 LT 58-28 S	1,937.000 TON	_____.	_____.
0370	465.0120 Asphaltic Surface Driveways and Field Entrances	58.000 TON	_____.	_____.
0380	502.0100 Concrete Masonry Bridges	433.000 CY	_____.	_____.
0390	502.3200 Protective Surface Treatment	659.000 SY	_____.	_____.
0400	502.3210 Pigmented Surface Sealer	165.000 SY	_____.	_____.
0410	503.0137 Prestressed Girder Type I 36W-Inch	462.000 LF	_____.	_____.
0420	505.0400 Bar Steel Reinforcement HS Structures	6,280.000 LB	_____.	_____.
0430	505.0600 Bar Steel Reinforcement HS Coated Structures	52,690.000 LB	_____.	_____.
0440	505.0800.S Bar Steel Reinforcement HS Stainless Structures	1,740.000 LB	_____.	_____.
0450	506.2605 Bearing Pads Elastomeric Non-Laminated	12.000 EACH	_____.	_____.
0460	506.4000 Steel Diaphragms (structure) 01. B-28-175	5.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20170314005 Project(s): 3050-02-72, 3050-02-73

Federal ID(s): WISC 2017095, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0470	516.0500 Rubberized Membrane Waterproofing	30.000 SY	_____.	_____.
0480	520.8000 Concrete Collars for Pipe	5.000 EACH	_____.	_____.
0490	521.0118 Culvert Pipe Corrugated Steel 18-Inch	35.000 LF	_____.	_____.
0500	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	2.000 EACH	_____.	_____.
0510	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	3.000 EACH	_____.	_____.
0520	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	2.000 EACH	_____.	_____.
0530	550.1100 Piling Steel HP 10-Inch X 42 Lb	660.000 LF	_____.	_____.
0540	601.0409 Concrete Curb & Gutter 30-Inch Type A	1,719.000 LF	_____.	_____.
0550	601.0411 Concrete Curb & Gutter 30-Inch Type D	5,856.000 LF	_____.	_____.
0560	601.0600 Concrete Curb Pedestrian	133.000 LF	_____.	_____.
0570	602.0405 Concrete Sidewalk 4-Inch	38,811.000 SF	_____.	_____.
0580	602.0505 Curb Ramp Detectable Warning Field Yellow	335.000 SF	_____.	_____.
0590	602.1500 Concrete Steps	202.000 SF	_____.	_____.
0600	606.0100 Riprap Light	6.000 CY	_____.	_____.
0610	606.0300 Riprap Heavy	486.000 CY	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20170314005 Project(s): 3050-02-72, 3050-02-73

Federal ID(s): WISC 2017095, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0620	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	400.000 LF	_____.	_____.
0630	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	167.000 LF	_____.	_____.
0640	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	256.000 LF	_____.	_____.
0650	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	850.000 LF	_____.	_____.
0660	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	288.000 LF	_____.	_____.
0670	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	120.000 LF	_____.	_____.
0680	611.0535 Manhole Covers Type J-Special	2.000 EACH	_____.	_____.
0690	611.0624 Inlet Covers Type H	39.000 EACH	_____.	_____.
0700	611.2004 Manholes 4-FT Diameter	16.000 EACH	_____.	_____.
0710	611.3230 Inlets 2x3-FT	30.000 EACH	_____.	_____.
0720	611.8120.S Cover Plates Temporary	6.000 EACH	_____.	_____.
0730	612.0406 Pipe Underdrain Wrapped 6-Inch	188.000 LF	_____.	_____.
0740	616.0700.S Fence Safety	250.000 LF	_____.	_____.
0750	618.0100 Maintenance And Repair of Haul Roads (project) 01. 3050-02-72	1.000 EACH	_____.	_____.
0760	619.1000 Mobilization	1.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20170314005 Project(s): 3050-02-72, 3050-02-73

Federal ID(s): WISC 2017095, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0770	623.0200 Dust Control Surface Treatment	20,061.000 SY	_____.	_____.
0780	624.0100 Water	126.000 MGAL	_____.	_____.
0790	625.0100 Topsoil	10,326.000 SY	_____.	_____.
0800	627.0200 Mulching	600.000 SY	_____.	_____.
0810	628.1504 Silt Fence	2,087.000 LF	_____.	_____.
0820	628.1520 Silt Fence Maintenance	2,087.000 LF	_____.	_____.
0830	628.1905 Mobilizations Erosion Control	18.000 EACH	_____.	_____.
0840	628.1910 Mobilizations Emergency Erosion Control	5.000 EACH	_____.	_____.
0850	628.2006 Erosion Mat Urban Class I Type A	7,899.000 SY	_____.	_____.
0860	628.2008 Erosion Mat Urban Class I Type B	2,060.000 SY	_____.	_____.
0870	628.2027 Erosion Mat Class II Type C	367.000 SY	_____.	_____.
0880	628.6005 Turbidity Barriers	432.000 SY	_____.	_____.
0890	628.7005 Inlet Protection Type A	64.000 EACH	_____.	_____.
0900	628.7010 Inlet Protection Type B	2.000 EACH	_____.	_____.
0910	628.7015 Inlet Protection Type C	40.000 EACH	_____.	_____.
0920	628.7020 Inlet Protection Type D	10.000 EACH	_____.	_____.
0930	628.7504 Temporary Ditch Checks	38.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20170314005 Project(s): 3050-02-72, 3050-02-73

Federal ID(s): WISC 2017095, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0940	628.7555 Culvert Pipe Checks	15.000 EACH	_____.	_____.
0950	628.7560 Tracking Pads	4.000 EACH	_____.	_____.
0960	628.7570 Rock Bags	4.000 EACH	_____.	_____.
0970	629.0210 Fertilizer Type B	9.000 CWT	_____.	_____.
0980	630.0140 Seeding Mixture No. 40	191.000 LB	_____.	_____.
0990	633.5200 Markers Culvert End	5.000 EACH	_____.	_____.
1000	634.0614 Posts Wood 4x6-Inch X 14-FT	22.000 EACH	_____.	_____.
1010	634.0616 Posts Wood 4x6-Inch X 16-FT	1.000 EACH	_____.	_____.
1020	634.0620 Posts Wood 4x6-Inch X 20-FT	2.000 EACH	_____.	_____.
1030	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	5.000 EACH	_____.	_____.
1040	637.2210 Signs Type II Reflective H	354.000 SF	_____.	_____.
1050	638.2102 Moving Signs Type II	1.000 EACH	_____.	_____.
1060	638.2602 Removing Signs Type II	43.000 EACH	_____.	_____.
1070	638.3000 Removing Small Sign Supports	25.000 EACH	_____.	_____.
1080	642.5401 Field Office Type D	1.000 EACH	_____.	_____.
1090	643.0100 Traffic Control (project) 01. 3050-02-72	1.000 EACH	_____.	_____.
1100	643.0300 Traffic Control Drums	5,306.000 DAY	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20170314005 Project(s): 3050-02-72, 3050-02-73

Federal ID(s): WISC 2017095, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1110	643.0410 Traffic Control Barricades Type II	6,970.000 DAY	_____.	_____.
1120	643.0420 Traffic Control Barricades Type III	4,916.000 DAY	_____.	_____.
1130	643.0705 Traffic Control Warning Lights Type A	14,618.000 DAY	_____.	_____.
1140	643.0715 Traffic Control Warning Lights Type C	2,620.000 DAY	_____.	_____.
1150	643.0900 Traffic Control Signs	13,079.000 DAY	_____.	_____.
1160	643.0920 Traffic Control Covering Signs Type II	19.000 EACH	_____.	_____.
1170	643.1000 Traffic Control Signs Fixed Message	324.000 SF	_____.	_____.
1180	643.1050 Traffic Control Signs PCMS	70.000 DAY	_____.	_____.
1190	643.2000 Traffic Control Detour (project) 01. 3050-02-72	1.000 EACH	_____.	_____.
1200	643.3000 Traffic Control Detour Signs	32,422.000 DAY	_____.	_____.
1210	644.1616.S Temporary Pedestrian Safety Fence	1,176.000 LF	_____.	_____.
1220	645.0120 Geotextile Type HR	744.000 SY	_____.	_____.
1230	645.0220 Geogrid Type SR	203.000 SY	_____.	_____.
1240	646.0106 Pavement Marking Epoxy 4-Inch	18,316.000 LF	_____.	_____.
1250	647.0206 Pavement Marking Arrows Bike Lane Epoxy	42.000 EACH	_____.	_____.
1260	647.0256 Pavement Marking Symbols Epoxy	3.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20170314005 Project(s): 3050-02-72, 3050-02-73

Federal ID(s): WISC 2017095, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1270	647.0306 Pavement Marking Symbols Bike Lane Epoxy	42.000 EACH	_____.	_____.
1280	647.0456 Pavement Marking Curb Epoxy	1,066.000 LF	_____.	_____.
1290	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	175.000 LF	_____.	_____.
1300	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	1,354.000 LF	_____.	_____.
1310	647.0786 Pavement Marking Crosswalk Epoxy 18-Inch	420.000 LF	_____.	_____.
1320	649.0600 Temporary Pavement Marking Removable Tape 6-Inch	1,353.000 LF	_____.	_____.
1330	650.4000 Construction Staking Storm Sewer	53.000 EACH	_____.	_____.
1340	650.4500 Construction Staking Subgrade	3,982.000 LF	_____.	_____.
1350	650.5000 Construction Staking Base	3,120.000 LF	_____.	_____.
1360	650.5500 Construction Staking Curb Gutter and Curb & Gutter	5,856.000 LF	_____.	_____.
1370	650.6000 Construction Staking Pipe Culverts	1.000 EACH	_____.	_____.
1380	650.6500 Construction Staking Structure Layout (structure) 01. B-28-175	LS	LUMP SUM	_____.
1390	650.7000 Construction Staking Concrete Pavement	873.000 LF	_____.	_____.
1400	650.9910 Construction Staking Supplemental Control (project) 01. 3050-02-72	LS	LUMP SUM	_____.



Proposal Schedule of Items

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Proposal ID: 20170314005 Project(s): 3050-02-72, 3050-02-73

Federal ID(s): WISC 2017095, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1410	650.9920 Construction Staking Slope Stakes	3,982.000 LF	_____.	_____.
1420	652.0125 Conduit Rigid Metallic 2-Inch	56.000 LF	_____.	_____.
1430	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	3,560.000 LF	_____.	_____.
1440	652.0605 Conduit Special 2-Inch	1,410.000 LF	_____.	_____.
1450	653.0900 Adjusting Pull Boxes	2.000 EACH	_____.	_____.
1460	654.0101 Concrete Bases Type 1	4.000 EACH	_____.	_____.
1470	654.0105 Concrete Bases Type 5	7.000 EACH	_____.	_____.
1480	654.0230 Concrete Control Cabinet Bases Type L30	1.000 EACH	_____.	_____.
1490	655.0210 Cable Traffic Signal 3-14 AWG	704.000 LF	_____.	_____.
1500	655.0515 Electrical Wire Traffic Signals 10 AWG	600.000 LF	_____.	_____.
1510	655.0610 Electrical Wire Lighting 12 AWG	3,756.000 LF	_____.	_____.
1520	655.0620 Electrical Wire Lighting 8 AWG	7,968.000 LF	_____.	_____.
1530	655.0625 Electrical Wire Lighting 6 AWG	7,912.000 LF	_____.	_____.
1540	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. CB 200	LS	LUMP SUM	_____.
1550	657.0100 Pedestal Bases	2.000 EACH	_____.	_____.
1560	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	7.000 EACH	_____.	_____.



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Federal ID(s): WISC 2017095, N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1570	657.0322 Poles Type 5-Aluminum	7.000 EACH	_____.	_____.
1580	657.0420 Traffic Signal Standards Aluminum 13-FT	2.000 EACH	_____.	_____.
1590	657.0615 Luminaire Arms Single Member 4 1/2-Inch Clamp 8-FT	7.000 EACH	_____.	_____.
1600	658.0103 Traffic Signal Face 1-12 Inch Vertical	2.000 EACH	_____.	_____.
1610	658.0600 Led Modules 12-Inch Red Ball	4.000 EACH	_____.	_____.
1620	658.5069 Signal Mounting Hardware (location) 01. W Madison St. & N. Monroe St.	LS	LUMP SUM	_____.
1630	659.1120 Luminaires Utility LED B	7.000 EACH	_____.	_____.
1640	659.2130 Lighting Control Cabinets 120/240 30-Inch	1.000 EACH	_____.	_____.
1650	690.0150 Sawing Asphalt	1,102.000 LF	_____.	_____.
1660	690.0250 Sawing Concrete	2,393.000 LF	_____.	_____.
1670	715.0415 Incentive Strength Concrete Pavement	1,520.000 DOL	1.00000	1,520.00
1680	715.0502 Incentive Strength Concrete Structures	2,598.000 DOL	1.00000	2,598.00
1690	999.1500.S Crack and Damage Survey	LS	LUMP SUM	_____.
1700	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,600.000 HRS	5.00000	8,000.00
1710	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	1,075.000 HRS	5.00000	5,375.00



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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
1720	SPV.0035 Special 21. Trench Backfill - Water and Sanitary	22,890.000 CY	_____.	_____.
1730	SPV.0045 Special 01. Temporary Curb Ramp	3,340.000 DAY	_____.	_____.
1740	SPV.0045 Special 02. Temporary Crosswalk	1,670.000 DAY	_____.	_____.
1750	SPV.0045 Special 03. Seismograph	30.000 DAY	_____.	_____.
1760	SPV.0060 Special 01. Low Permeable Plug	2.000 EACH	_____.	_____.
1770	SPV.0060 Special 02. Inlet Cover Type 3290A	5.000 EACH	_____.	_____.
1780	SPV.0060 Special 03. Connect Private Pipe	5.000 EACH	_____.	_____.
1790	SPV.0060 Special 04. Landmark Reference Monuments Special	1.000 EACH	_____.	_____.
1800	SPV.0060 Special 21. Connect to Existing Watermain	14.000 EACH	_____.	_____.
1810	SPV.0060 Special 22. Gate Valve and Box, 6"	11.000 EACH	_____.	_____.
1820	SPV.0060 Special 23. Gate Valve and Box, 8"	3.000 EACH	_____.	_____.
1830	SPV.0060 Special 24. Gate Valve and Box, 10"	20.000 EACH	_____.	_____.
1840	SPV.0060 Special 25. Tee Fitting, 10"x10"	6.000 EACH	_____.	_____.
1850	SPV.0060 Special 26. Tee Fitting, 10"x8"	3.000 EACH	_____.	_____.
1860	SPV.0060 Special 27. Tee Fitting, 10"x6"	11.000 EACH	_____.	_____.
1870	SPV.0060 Special 28. Reducer Fitting, 10"x8"	2.000 EACH	_____.	_____.



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Proposal ID: 20170314005 Project(s): 3050-02-72, 3050-02-73

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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
1880	SPV.0060 Special 29. Reducer Fitting, 10"x6"	2.000 EACH	_____.	_____.
1890	SPV.0060 Special 30. Reducer Fitting, 8"x6"	2.000 EACH	_____.	_____.
1900	SPV.0060 Special 31. Reducer Fitting, 6"x4"	1.000 EACH	_____.	_____.
1910	SPV.0060 Special 32. 90-degree Bend Fitting, 10"	1.000 EACH	_____.	_____.
1920	SPV.0060 Special 33. 45-degree Bend Fitting, 10"	21.000 EACH	_____.	_____.
1930	SPV.0060 Special 34. 22.5-degree Bend Fitting, 10"	2.000 EACH	_____.	_____.
1940	SPV.0060 Special 35. 11.25-degree Bend Fitting, 10"	3.000 EACH	_____.	_____.
1950	SPV.0060 Special 36. 45-degree Bend Fitting, 8"	6.000 EACH	_____.	_____.
1960	SPV.0060 Special 37. 45-degree Bend Fitting, 4"	2.000 EACH	_____.	_____.
1970	SPV.0060 Special 38. Corporation Stop, 1"	41.000 EACH	_____.	_____.
1980	SPV.0060 Special 39. Curb Stop and Box, 1" Service	41.000 EACH	_____.	_____.
1990	SPV.0060 Special 40. Connect to Existing Water Service	41.000 EACH	_____.	_____.
2000	SPV.0060 Special 41. Hydrant	10.000 EACH	_____.	_____.
2010	SPV.0060 Special 42. Remove Existing Hydrant	6.000 EACH	_____.	_____.
2020	SPV.0060 Special 43. Remove or abandon Existing Water Valve MH	9.000 EACH	_____.	_____.



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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
2030	SPV.0060 Special 44. Remove or Abandon Existing Sanitary Sewer Manhole	21.000 EACH	_____.	_____.
2040	SPV.0060 Special 45. Connect to Existing San. Sewer	18.000 EACH	_____.	_____.
2050	SPV.0060 Special 46. Connect to Exist. San. Sewer Service	40.000 EACH	_____.	_____.
2060	SPV.0060 Special 47. San. Sewer Wye, 15"x6"	9.000 EACH	_____.	_____.
2070	SPV.0060 Special 48. San. Sewer Wye, 12"x6"	31.000 EACH	_____.	_____.
2080	SPV.0060 Special 49. Water Manhole with Gate Valve and Box and Testing Corp Stops	1.000 EACH	_____.	_____.
2090	SPV.0060 Special 61. Remove And Salvage Stop Sign Flasher Assembly	2.000 EACH	_____.	_____.
2100	SPV.0060 Special 62. Remove, Salvage and Reinstall Stop Sign Flasher Assembly	2.000 EACH	_____.	_____.
2110	SPV.0060 Special 63. Remove and Salvage Lighting Unit	23.000 EACH	_____.	_____.
2120	SPV.0060 Special 64. Remove and Reinstall Decorative Street Light Assembly	1.000 EACH	_____.	_____.
2130	SPV.0060 Special 65. Decorative Street Light Assembly	14.000 EACH	_____.	_____.
2140	SPV.0060 Special 66. Pull Box Non-Conductive 24X42-Inch	17.000 EACH	_____.	_____.
2150	SPV.0060 Special 67. Lighting Control Box Special	1.000 EACH	_____.	_____.
2160	SPV.0090 Special 01. Pipe Underdrain Wrapped 6-Inch and Aggregate	2,166.000 LF	_____.	_____.



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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
2170	SPV.0090 Special 02. Concrete Curb & Gutter 30-Inch Type A Special 2-Inch Curb	25.000 LF	_____.	_____.
2180	SPV.0090 Special 03. Concrete Curb & Gutter 30-Inch Type A Special 3-Inch Curb	16.000 LF	_____.	_____.
2190	SPV.0090 Special 04. Concrete Curb & Gutter 30-Inch Type A Special 4-Inch Curb	14.000 LF	_____.	_____.
2200	SPV.0090 Special 05. Concrete Curb & Gutter 30-Inch Type A Special Driveway Curb	156.000 LF	_____.	_____.
2210	SPV.0090 Special 07. Remove Abandoned Steam Tunnels	808.000 LF	_____.	_____.
2220	SPV.0090 Special 21. Watermain, 10"	3,953.000 LF	_____.	_____.
2230	SPV.0090 Special 22. Watermain, 8"	108.000 LF	_____.	_____.
2240	SPV.0090 Special 23. Watermain, 6"	240.000 LF	_____.	_____.
2250	SPV.0090 Special 24. Watermain, 4"	7.000 LF	_____.	_____.
2260	SPV.0090 Special 25. Water Service Lateral, 1"	1,426.000 LF	_____.	_____.
2270	SPV.0090 Special 26. Sanitary Sewer, 15"	264.000 LF	_____.	_____.
2280	SPV.0090 Special 27. Sanitary Sewer, 12"	3,327.000 LF	_____.	_____.
2290	SPV.0090 Special 28. Sanitary Sewer, 10"	36.000 LF	_____.	_____.
2300	SPV.0090 Special 29. Sanitary Sewer, 8"	259.000 LF	_____.	_____.
2310	SPV.0090 Special 30. San. Sewer Service Lateral, 6"	1,366.000 LF	_____.	_____.



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Proposal ID: 20170314005 Project(s): 3050-02-72, 3050-02-73

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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
2320	SPV.0090 Special 31. Sanitary Sewer, 6" FM	91.000 LF	_____.	_____.
2330	SPV.0090 Special 32. Watermain Directionally Drilled, 10-Inch	70.000 LF	_____.	_____.
2340	SPV.0090 Special 33. Sanitary Sewer, 6" FM Dir. Drilled	70.000 LF	_____.	_____.
2350	SPV.0090 Special 61. Equivalent Lighting Conductor	2,565.000 LF	_____.	_____.
2360	SPV.0090 Special 81. Parapet Concrete Type 'TX'	237.000 LF	_____.	_____.
2370	SPV.0105 Special 01. Concrete Pavement Joint Layout	LS	LUMP SUM	_____.
2380	SPV.0165 Special 01. Stone Mulch	165.000 SF	_____.	_____.
2390	SPV.0165 Special 02. Concrete Sidewalk HES 4-Inch	800.000 SF	_____.	_____.
2400	SPV.0195 Special 01. Excavation, Hauling, and Disposal of Petroleum-Contaminated Soil and Management of Petroleum-Contaminated Groundwater	3,944.000 TON	_____.	_____.
2410	SPV.0200 Special 21. Sanitary Sewer Manhole 48"	231.000 VF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE