

HIGHWAY WORK PROPOSAL

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

Proposal Number:

Ø 4

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Dodge	3021-02-73	WISC 2018 036	C Mayville, Main Street Ruedeusch Ave to Horicon St	STH 67
Dodge	3021-02-74		C Mayville, Main Street Ruedeusch Ave to Horicon St	STH 67
Dodge	3270-02-71	WISC 2018 038	C Mayville, Horicon Street Clark Street to Main Street	STH 28
Dodge	3270-02-72		C Mayville, Horicon Street Clark Street to Main Street	STH 28

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

Proposal Guaranty Required, \$ 100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: January 9, 2018 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 31, 2018	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 11%	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, asphaltic surface, storm sewer, sanitary sewer, water main, curb and gutter, concrete sidewalk, traffic signals, pavement marking, permanent signing and 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 ExpressTM 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 ExpressTM 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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72.	Water Service Lateral, 1-Inch, Item SPV.0090.36.	86
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74.	Sanitary Sewer Service Lateral, 6-Inch, Item SPV.0090.39.	89
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77.	Remove Traffic Signal (STH 28 and Clark St), Item SPV.0105.71; Remove Traffic Signal (STH 67 / STH 28 / S. Main St), Item SPV.0105.72.	93
78.	Furnish and Install Signal Cabinet and Controller (STH 28 & Clark St), Item SPV.0105.73; Furnish and Install Signal Cabinet and Controller (STH 67/STH 28/S. Main St), Item SPV.0105.74.	94
79.	Temporary Street Lighting System, Item SPV.0105.75.	104
80.	Excavation, Segregation, Hauling, and Disposal of Contaminated Soil, Item SPV.0195.01.	106
81.	Sanitary Sewer Manhole, 48-Inch, With Casting, Item SPV.0200.31.	111

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 3021-02-73 & 3021-02-74, C Mayville, Main Street, Ruedebusch Ave. to Horicon St., STH 67, and 3270-02-71 & 3270-02-72, C Mayville, Horicon Street, Clark Street to Main Street, STH 28, all projects located in Dodge County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2018 Edition, as published by the department, and these special provisions.

If all or a portion of the plans and special provisions are developed in the SI metric system and the schedule of prices is developed in the US standard measure system, the department will pay for the work as bid in the US standard system.
100-005 (20170615)

2. Scope of Work.

The work under this contract shall consist of removals, erosion control, grading, sanitary sewer and services, water main and services, storm sewer, geogrid, select crushed material, base aggregate dense, concrete pavement, concrete curb and gutter, concrete sidewalk, permanent signing, pavement marking, traffic signals, street lighting, restoration, 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.

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.

Northern Long-eared Bat (*Myotis septentrionalis*)

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees. Roosts have been identified within 150 feet of the project limits. The species and all active roosts are protected by the Federal Endangered Species Act. If an individual bat or active roost is encountered during construction operations, stop work and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

To avoid adverse impacts upon the NLEBs, no Clearing is allowed between June 1 and July 31, both dates inclusive.

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

Stage 1a

Stage 1a begins at the Notice to Proceed. Complete Stage 1a work prior to 12:01 AM, June 27, 2018. For STH 28 / Horicon Street from Station 35+00 to Station 50+50, complete all underground utility work, grading, select crushed material, base placement, concrete pavement, HMA pavement, sidewalk, driveways, and Clark Street Traffic Signals.

The traffic signal system at the Clark Street/Horicon Street intersection shall remain complete and operational during Stage 1a until it is closed after June 7, 2018.

Do not remove any of the pavement or sidewalks on Clark St., or interfere with local traffic on Clark Street from Station 32+25 to Station 35+00 prior to June 7, 2018.

If the contractor fails to complete Stage 1a work as described above prior to 12:01 AM, June 27, 2018 the department will assess the contractor \$5000 in interim liquidated damages for each calendar day that Stage 1a is not complete as described above after 12:01 AM, June 27, 2018. 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, June 27, 2018.

If contract time expires prior to completing all work specified in the contract, additional liquidated damages will be affixed according to liquidated damages stated under Stage 3 of this Prosecution and Progress article.

Stage 1b

Stage 1b begins 12:01 AM June 7, 2018. For STH 28 / Horicon Street from Station 32+25 to Station 65+50, complete all underground utility work, grading, select crushed material, base placement, concrete pavement, HMA pavement, sidewalk, driveways.

Do not remove any of the pavement or sidewalks on Main Street, or interfere with local traffic on Main Street (STH 67) prior to July 16, 2018.

Stage 2

Stage 2 begins no earlier than July 16, 2018 and ends no later than 11:59 PM, August 29, 2018

Complete Stage 1b and 2 construction operations on STH 28 / Horicon Street from Station 32+25 to Station 66+22 and STH 67 from Station 140+75 to Station 142+50 to the stage necessary to reopen STH 28 / Horicon Street, including all intersections and the STH 67/STH 28 intersection to through traffic, prior to 12:01 AM, August 30, 2018. Do not

remove the Stage 2 detour and reopen the STH 67 / STH 28 intersection to through traffic until all underground utility work, grading, select crushed material, base placement, concrete pavement, HMA pavement, sidewalk, driveways permanent pavement marking, permanent signing, and traffic signal work is completed and operational.

If the contractor fails to complete Stage 1b and 2 work as described above prior to 12:01 AM, August 30, 2018 the department will assess the contractor \$6000 in interim liquidated damages for each calendar day that Stage 1b and 2 is not complete as described above after 12:01 AM, August 30, 2018. 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 30, 2018.

If contract time expires prior to completing all work specified in the contract, additional liquidated damages will be affixed according to liquidated damages stated under Stage 3 of this Prosecution and Progress article.

Stage 3

Stage 3 begins no earlier than September 4, 2018 and ends 11:59 PM, October 31, 2018.

Complete stage 3 construction operations on STH 67 / Main Street from Station 126+50 to Station 140+75 and beam guard replacement from Station 109+58 to Station 126+48 to reopen STH 67 / Main Street, including the Ruedebusch Avenue intersection to through traffic, prior to 12:01 AM, November 1, 2018. Do not remove the Stage 3 detour and reopen STH 67 / Main Street to through traffic until all permanent pavement marking, permanent signing, restoration and beam guard replacement work is completed and operational.

Work on STH 67 / Main Street may begin during the Stage 2 timeframe but remove the least amount of existing pavement on STH 67 as possible for current work operations to limit dust, erosion control and drainage issues as approved by the engineer.

Replace standard spec 108.11 paragraph (3) as follows:

The department will assess \$5,000 in daily liquidated damages. These liquidated damages reflect the cost of engineering, supervision, and a portion of road user costs.

B Intersection Closures

If the contractor fails to complete the work necessary to reopen the Clark Street, John Street, and Ruedebusch Avenue intersections to through traffic as specified under the Traffic Section within a maximum of 7 calendar days for each closure, the department will assess the contractor \$2,000 in interim liquidated damages for each calendar day that each intersection is not complete beyond 7 calendar days as described in the Traffic article, Section C, Intersection Closure. An entire calendar day will be charged for any period of time that an intersection remains closed beyond 12:01 AM. Interim liquidated damages will be assessed separately for each intersection.

If contract time expires prior to completing all work specified in the contract, additional liquidated damages will be affixed according to liquidated damages stated under Stage 3 of this Prosecution and Progress article.

C Meetings and 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 Mayville to provide access for garbage collection. Contact Nathan Kempke at (920) 387-7900 Ext. 1205.

The United States Postal Service (USPS) maintains a postal route through the project area. Contact the Mayville Post Office located at 7 N. School St. at (920) 387-5350 ten working days prior to the start of construction to coordinate the ongoing mail delivery to residents on STH 67 and STH 28 for the duration of construction activities.

The City of Mayville 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 Nathan Kempke at (920) 387-7900 Ext. 1205 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 to 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 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 Rock River as a result of construction activity under or for this contract, from March 1 to June 15 both dates inclusive, in order to avoid adverse impacts upon the development of fish eggs and substrate for aquatic organisms.

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.

4. Traffic.

Conduct construction activities in a manner that maintains access to STH 67 from Horicon St. or Ruedebusch Ave. and on STH 28 from Clark St., John St, or Main St. at all times. Concurrent closures on STH 67 of Horicon St. and Ruedebusch Ave, and concurrent closures on STH 28 of Clark St., John St. or Main St. shall not be allowed.

Close STH 67 and STH 28 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. 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.

Stage 1a and 1b detour route follows STH 67 and STH 33 as detailed in the plans.

Stage 2 detour route follows CTH P and STH 33 as detailed in the plans.

Stage 3 detour route follows STH 28 and STH 33 as detailed in the plans.

Furnish and install Alternate Business Access signs as detailed in the plans prior to closing STH 67 and/or STH 28.

Portable Changeable Message Signs shall be placed on STH 67 and STH 28 as directed by the engineer two weeks prior to the anticipated start date for the detour route and for each stage change that requires a change in the detour route.

Stage existing pavement removal to minimize disruption to traffic and access. Maintain existing pavement at all times except as required for construction activities. Backfill trenches for utility construction activities to finished grade except as required for construction activities or as directed by 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.

Construction activities shall be continuous once started. The department will not grant time extensions due to multiple mobilizations, delays in material deliveries, or labor disputes that are not industry wide.

B Vehicle Access

Maintain local vehicle traffic access to properties within the work zone that do not have alternate access available outside the work zone, at all times, 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 driveway 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 driveway may be closed for a maximum of 48 hours in total for excavation of roadway subgrade. Vehicle access to a residential driveway may be closed for a maximum of 10 calendar days in total to complete concrete curb and gutter, concrete driveway, and concrete sidewalk items at the driveway. Provide pavement gaps for businesses without alternate access as approved by the engineer. Notify the property resident a minimum of 72 hours in advance of closing driveway access or driveway reconstruction to verify closure or staged driveway construction methods.

Coordinate with each business for the best time to construct driveways and sidewalks so as not to interrupt business operations during open hours. Construct driveway approaches to commercial properties in stages if the property does not have an alternate access available so that at least one access is maintained to each business at all times. Constructing the driveway one half at a time, or plating the concrete work may be necessary and plating of concrete work for driveways shall be included as incidental to Concrete Driveway.

Old Fashioned Foods (331 Main St.) has access off of STH 67 and receives multiple deliveries Monday – Friday between 9:00 AM and 5:00 PM. Special coordination with Old Fashioned Foods will be required to maintain their truck deliveries and customers throughout construction. The contractor shall contact Old Fashioned Foods a minimum of one week prior to any closure of its existing driveways or work in front of the property that will limit the driveway access off of STH 67. Old Fashioned Foods plans to place a customer parking space within their property limits behind the existing sidewalk near the south driveway access. Both existing driveways cannot be closed at the same time. Once the existing southern driveway is permanently removed special consideration will be needed to provide customer access to the business during curb and gutter and concrete placement. Plating or other engineer approved temporary access may be needed and will be incidental to the traffic control item. See above for language about closing the business driveways during utility and roadway excavation work. Contact Jessica Russ at (920) 387-4444.

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.

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.

C Intersection Closure

Maintain cross traffic at Clark Street, John Street, and Main Street at all times, except for allowed closures as follows:

Clark Street and John Street may each be closed for a maximum number of times as follows:

- One time per intersection to complete all utility and storm sewer construction, subgrade construction, and base aggregate dense placement for a maximum of 7 calendar days.
- One time per intersection for curb and gutter and concrete paving for a maximum of 7 calendar days.

During Stage 3, Ruedebusch Avenue may be closed for a maximum number of times as follows:

- One time to complete all utility and storm sewer construction, subgrade construction, and base aggregate dense placement for a maximum of 7 calendar days.
- One time for curb and gutter and concrete paving for a maximum of 7 calendar days.

Intersection closures allow the contractor to pour the mainline concrete pavement through the intersection and to complete the adjacent handwork sections of the intersection area.

Only one of the Clark St., John St., or Main St. intersections may be closed at any given time. Failure to reopen closed intersections within the time period allowed or additional intersection closures not allowed above shall be subject to penalties specified under the article "Prosecution and Progress".

Furnish and operate two Portable Changeable Message Signs on Clark Street and John Street 7 calendar days in advance of closure, notifying motorists of the closure. Continue to operate the Portable Changeable Message Signs on Clark Street for the duration of the closure.

D Pedestrian Access

Maintain existing sidewalk and provide pedestrian access to residents and businesses on STH 67 and STH 28 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 temporary crosswalk locations are needed, provide them at locations as directed by the engineer. Existing sidewalk, temporary pedestrian surface 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 Pedestrian Surface Plate, Temporary Crosswalk, Temporary Curb Ramps and Pedestrian Safety Fence to provide this access. Use these items to maintain crosswalks as detailed in the plans or directed by the engineer.

Provide a minimum of one crosswalk access across STH 28 at the intersections of STH 28 with Henninger Street, Oak Street, Walnut Street, John Street and School Street and as directed by the engineer. Crosswalk access shall be maintained at all times except that access may be closed for STH 28 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 crosswalk access across STH 67 at Ruedebusch Avenue at all times, except as permitted herein for utility construction, grading, and paving and as directed by the engineer. Daily pedestrian traffic is expected across the footbridge over the Rock River to the west side of STH 67. 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 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 locations.

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, or as directed by the engineer. This will be incidental to the work unless shown in the plan or directed by the engineer.

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.

Closures of sidewalk must be approved by the engineer and conform to signing shown on the traffic control plan. Stage construction activities to maintain pedestrian access on one side of STH 67 or STH 28 at all times.

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

Close sidewalk along STH 28 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 28 at any time and provide a sidewalk

detour to the sidewalk on the opposite side of STH 28 as detailed in the plans. 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.

Close sidewalk along STH 28 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 28 and on only one side of an intersecting side street at any time. Provide a sidewalk detour as detailed in the plans. 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.

Construct sidewalk on the east side of STH 67 first while maintaining pedestrian access with the west side sidewalk. Once the east sidewalk is in place and can be used, detour the pedestrian traffic to the east side sidewalk while the west side sidewalk can be replaced. 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.

E Advance Notification

Notify the City of Mayville Police Department, Fire Department, Mayville Public Works Director; Nathan Kempke, (920) 387-7906 Ext. 1223 and Mayville Schools, Travis Bates, (920) 246-8282, 48 hours in advance of closing STH 67 and/or STH 28 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
Detours	7 calendar days
Closure type without height, weight, or width restrictions (available width, all lanes in one direction $\geq 16'$)	MINIMUM NOTIFICATION
Lane and shoulder closures	3 business days
Ramp closures	3 business days
Modifying all closure types	3 business days

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date.
stp-108-057 (20161130)

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 67 or STH 28 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 25, 2018 to 6:00 AM Tuesday, May 29, 2018 for Memorial Day;
- From noon Tuesday, July 3, 2018 to 6:00 AM Thursday, July 5, 2018 for Independence Day;
- From noon Friday, August 31, 2018 to 6:00 AM Tuesday, September 4, 2018 for Labor Day.

stp-107-005 (20050502)

6. Railroad Insurance and Coordination - Wisconsin and Southern Railroad Company.

A Description

Comply with standard spec 107.17 for all work affecting Wisconsin and Southern Railroad Company 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 Company.

Notify evidence of the required coverage, and duration to Amanda Haggerty, Office Administrator; 1890 E Johnson Street, Madison, WI 53704; Telephone (608) 620-2048; E-mail: ahaggerty@watcocompanies.com.

Also send a copy to Teri Beckman, SW Region Railroad Coordinator; 2101 Wright Street, Madison, WI 53704; Telephone (608) 516-6512; E-mail: teri.beckman@dot.wi.gov.

Include the following information on the insurance document:

Project: 3021-02-73

Project Location: City of Mayville, Wisconsin

Route Name: STH 67, Dodge County

Railroad Subdivision: Mayville

Crossing ID: 389040A

Railroad Milepost: 139.65

Work Performed: Full reconstruction of STH 28 including storm sewer work by the City of Mayville that is near railroad property. Trans 29 permit approved August 8, 2016.

A.2 Train Operation

Approximately 0 passenger trains and 0 through freight trains operate monthly through the construction site. Passenger trains operate at up to 0 mph. Through freight trains operate at up to 0 mph. The track is out of service as of July 31, 2017 there is a possibility the track may come back in service.

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

Construction Contact

Roger Schaalma, Superintendent of Maintenance of Way, Wisconsin and Southern Railroad Co.; 1890 East Johnson Street, Madison, WI 53704; Telephone (608) 620-2044; E-mail 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.

Flagging Contact

See Construction Contact. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

Cable Locate Contact

In addition to contacting Diggers Hotline, contact Amanda Haggerty, Office Administrator; Telephone (608) 620-2048; E-mail ahaggerty@watcocompanies.com at least five working days before the locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

WSOR will only locate railroad owned facilities located in the railroad right-of-way. The railroad does not locate any other utilities.

A.4 Work by Railroad

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

A.5 Temporary Grade Crossing

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

A.6 Rail Security Awareness and Contractor Orientation

Prior to entry on railroad right-of-way, the contractor shall arrange for on-line security awareness and contractor orientation training and testing, and be registered through “e-RAILSAFE” for all contractor and subcontractor employees working on railroad right-of-way. See e-railsafe.com “Information”. The security awareness and contractor orientation training is shown under the railroad’s name.

The department has secured right of entry to railroad property; neither the contractor nor subcontractors or their employees will be required to sign a right of entry form.

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

stp 107-026 (20170615)

7. Utilities.

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

Additional detailed information regarding the location of vacated, relocated, and/or removed utility facilities is available in the work plan provided by each utility company. View these documents at the region WisDOT office during normal working hours.

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 utility facilities and maintain OSHA code clearances from overhead facilities at all times.

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

All station locations, offsets and depths that are referenced are approximate locations and depths.

Project 3270-02-71

AT&T Wisconsin – Communication has facilities throughout the project limits.

Prior to Construction, AT&T has one fiber optic and one copper cable in the same trench from a manhole in the SE quadrant of John St. and Horicon St. and crosses north to beneath the north sidewalk of Horicon St. where it continues west to beyond the project limits. These cables will be discontinued in place and replaced outside of the project area along Bridge St. to Clark St. where it will turn south and tie into the pedestal located near Station 33+85LT. All associated pedestals and hand holes will be removed. The pedestal located near Station 33+85LT will be relocated 3' northwest.

Prior to construction, AT&T has existing aerial and buried copper cables along the south side of Horicon St. from outside the western project limits to the manhole located in the SE quadrant of John St. and Horicon St. These cables along with intermittent crossings will be discontinued. Aerial will be removed and buried copper cable discontinued in place. All associated poles, anchors, guys and pedestals will be removed.

Prior to construction, AT&T will be placing new buried cables from the pedestal located near Station 33+85LT across Horicon St. at Station 33+70 to the south right-of-way line (40'RT) where it will continue both to the south along Clark St. 2 feet off the proposed and existing right-of-way line and west along STH 28 40 ft. RT at Station 32+25RT to Station 33+70RT to beyond the project limits.

Prior to construction, AT&T will be placing new aerial cable on Alliant poles in the north terrace from Station 35+85LT to Station 63+80LT. An aerial crossing will also be constructed at Commerce St. and a buried tie in riser will be placed in the northeast quadrant of S Henninger St. at riser pole near Station 44+59LT, then at Station 10+50RT Henninger St. to Station 10+75RT Henninger St. These cables will be placed after Alliant and Charter have completed their attachments to the new poles.

During construction, AT&T has one existing fiber optic cable along the south right-of-way of Horicon St. beneath the sidewalk from the manhole located in the southeast quadrant of John St. and Horicon St. to S. Walnut St. where it turns south in the west terrace to beyond the project limits. This fiber optic cable will remain in place during construction but will be lowered across both Walnut St. and John St. to accommodate the subgrade. This work will occur after the pavement is removed and will require two working days at each location. The contractor shall notify AT&T a minimum of 14 working days prior to the removal of the pavement. The contractor will follow up with a confirmation notice to AT&T not less than three working days before the site will be ready for AT&T to begin their work.

Prior to construction, AT&T has one aerial crossing near Station 54+50 which will remain in place. Transfers will be made to any new Alliant poles.

During construction, AT&T has one 9 duct package in the east terrace of John St. which crosses Horicon St. near Station 59+05 to a manhole in the SE intersection quadrant. This duct package is in conflict with the storm trunk and laterals east of MH43. AT&T will expose and adjust this package during construction once the roadway is closed in order to provide minimal clearance. This work will involve full exposure across Horicon St. which will be completed in two phases in order to maintain construction traffic. This work will take five working days to complete the work. The contractor shall notify AT&T a minimum of 14 working days prior to when the roadway being closed. The contractor will follow up with a confirmation notice to AT&T not less than three working days before the site will be ready for AT&T to begin their work.

Prior to construction, AT&T has one aerial crossing near Station 82+65 which will remain in place. Transfers will be made to any new Alliant poles.

Prior to construction, AT&T has one hand hole and one pedestal located in the southwest quadrant of the intersection of Ruedebusch Ave and Main St. which is in conflict with the proposed sidewalk ramp. AT&T will expose and relocate the hand hole and pedestal south 2 feet at 30 feet LT and lower the fiber crossing within the street pavement limits. This work will require closing Ruedebusch St. for three days. Detour routes will be coordinated with the City of Mayville. The trench will be backfilled with slurry and the street/curb restored

with concrete. Existing fiber cable from Station 128+00 to Station 132+00 will remain in place.

Field contact for AT&T Wisconsin is Chuck Bartelt, 70 E Division St., Fond du Lac, WI 54935, (920) 929-1013 office, (920) 410-5104 mobile, or email cb1461@att.com

Alliant Energy – Electric has facilities throughout the project limits.

The following work will be completed prior to construction.

Station		Offset	
32+60	LT	42 feet	Install New Pole
32+66	LT	42 feet	Move existing pole 14 feet east
33+11	RT	33 feet	Replace pole 1 foot north and 1 foot east. Contractor to work around pole.
33+74	LT	25 feet	Move New Pole 9 feet north
34+58	RT	96 feet	Move New Pole 4 feet south. Contractor work around pole.
34+82	LT	23 feet	Replace pole 17 feet east
35+89	LT	21 feet	Move New Pole 1.8 feet north and 1.3 feet east.
37+8	LT	23 feet	Install New Pole
37+53	LT	23 feet	Move New Pole 2.5 feet north and 5.3 feet east
37+45	RT	27 feet	Move New Pole 1.1 feet south and 4.6 feet east
38+69	LT	29 feet	Move New Pole 1.6 feet north and 3.8 feet east
38+69	RT	19 feet	Move New Pole 3.5 feet south and 2.7 feet east
39+65	LT	26 feet	Move New Pole 1 feet north and 4 feet east
39+82	RT	20 feet	Move New Pole 7.5 feet west and 2.5 feet south
41+12	RT	20.5 feet	Move Pole 2 feet south and 1.3 feet east
42+14	LT	27 feet	Move New Pole 3 feet north and 7 feet west
43+77	LT	27 feet	Move New Pole 1.2 feet north and 4 feet west
42+96	RT	21 feet	Move New Pole 2 feet south and 2 feet east
44+55	LT	27 feet	Move New Pole .35 feet north and 2.2 feet east
44+54	RT	25 feet	Move Pole 7 feet 2 inches south and 2.3 feet east
46+10	LT	25 feet	Move New Pole 2.25 feet north and 3 feet east
46+08	RT	72 feet	Move New Pole 8 feet south
47+54	LT	24 feet	Move New Pole 2.5 feet north and 3 feet west
48+21	LT	24 feet	Move New Pole 2 feet north and 5.5 feet west
50+18	LT	28 feet	Move New Pole 1.2 feet south and 4 feet east
50+80	LT	26 feet	Install New Pole 1.1 feet north and 3 feet west
51+79	LT	46 feet	New Pole .67 feet north and 2 feet 4 inches east
51+91.5	LT	26.5 feet	Install New Pole
53+74	LT	27.5 feet	Install New Pole
54+58	RT	36 feet	Move Pole 2 feet 8 inches west
55+27	LT	22.5 feet	Install New Pole
57+65	LT	23.5 feet	Move New Pole .7 inches south and 4 feet east
58+99	LT	32 feet	Move Pole 5 feet north and 1 foot east

Station		Offset	
59+25	LT	22.5 feet	Install New Pole
60+24	LT	23 feet	Move New Pole 40 feet east
61+47	LT	22 feet	Move New Pole .4 feet north and 4.5 feet west
62+53	LT	22 feet	Move New Pole 1.2 feet north and 1 foot east
64+49	RT	35 feet	Move New Pole .5 foot south and 3.5 feet east
65+76	RT	39 feet	Move New Pole 23 feet south and 36 feet west
66+39	RT	64 feet	Install New Pole
0+195	RT	30 feet	Move Pole 4 feet south and 2 feet 6 inches east
0+211	RT	30 feet	Move Pole 7 feet east

Maintain OSHA code clearances from overhead facilities at all times.

Alliant Energy requires work crews to contact the local Lead Lineman to verify electric lines have been discontinued.

Field contact for Alliant Energy – Electric is Jeremy Rentmeester, 883 West Scott St., Fond du Lac, WI 54937, (920) 887-6041 office, (920) 904-1753 mobile, or email Jeremy.Rentmeester@AlliantEnergy.com.

Alliant Energy – Gas has facilities throughout the project limits.

Existing facilities to be discontinued in place

STH 28 Horicon ST	
Station	
32+20 RT to 39+80 RT	Existing line to be discontinued
34+05 RT to 34+05 LT	Crossing at Clark St and STH 28 to be discontinued
35+60 RT to 35+60 LT	STH 28 crossing to be discontinued
36+40 RT to 36+40 LT	STH 28 crossing to be discontinued
37+03 RT to 37+03 LT	STH 28 crossing to be discontinued
37+50 RT to 37+50 LT	STH 28 crossing to be discontinued
38+80 RT to 38+80 LT	Crossing at S Ewald St and STH 28 to be discontinued
42+90 RT to 45+25 RT	Existing line to be discontinued
44+05 RT to 44+05 LT	Crossing at S Henninger St and STH 28 to be discontinued
45+25 RT to 45+25 LT	STH 28 crossing to be discontinued
45+25 LT to 48+20 LT	Existing line to be discontinued
49+25 LT to 51+50 LT	Existing line to be discontinued
50+65 RT to 62+60 RT	Existing line to be discontinued
50+65 offset 25 ft. RT to 50+65 offset 60 ft. RT	Existing line to be discontinued
51+50 RT to 51+50 LT	Crossing at Muzzy St and STH 28 to be discontinued
53+85 RT to 53+85 LT	STH 28 crossing to be discontinued
54+60 RT to 54+60 LT	Crossing at S Walnut ST and STH 28 to be discontinued

STH 28 Horicon ST	
Station	
56+60 RT to 56 + 60 LT	Existing line to be discontinued
57+05 RT to 57 + 05 LT	Existing line to be discontinued
58+50 RT to 58+50 LT	Crossing at S John St and STH 28 to be discontinued
61+05 RT to 61+05 LT	STH 28 crossing to be discontinued
62+60 RT to 62+60 LT	Crossing at School St and STH 28 to be discontinued
62+60 LT to 65+80 LT	Existing line to be discontinued
STH 67 S Main St	
127M+85 LT to 65H+80 LT	Existing line to be discontinued
140M+25 RT to 140M+25 LT	Existing line to be discontinued
65H+40 RT to 68H+22	Existing line to be discontinued
68H+22 Offset 120 ft. LT	Existing line to be discontinued

Prior to construction - The following work will be completed.

Station	Offset	
128+15 to 128+55	64 ft. LT	Reroute gas main around Ruedebusch Ave past cut
128+55 to 141+45	33 ft. LT	Install new gas main
32+20 to 32+20	47 ft.	Tie into existing gas and transition to 2 feet north of south S/W edge
32+20 to 34+00	37.5 ft. RT	Run gas 2 feet north of south S/W edge
34+00 to 34+65	95 ft. RT	Continue to run gas 2 feet north of south S/W edge to 95 feet south on Clark St and Cross Road
34+65 to 39+75	34 ft. RT	Continue to run gas 2 feet north of south S/W edge
32+20 to 32+20	47 ft.	Run gas across STH 28 to 37 feet north
32+20 to 33+75	37 ft. LT	Run gas 2 feet north of south side of S/W
33+75 to 34+05	37 ft. LT	Run gas 2 feet north of south side of S/W up to 90 feet north on Clark St.
35+55 to 38+83	25.5 LT	Run gas 2 feet north of south side of S/W
38+83 to 38+83	33.5 ft. LT	Continue to run gas north at 22 feet west of Ewald St. center line for 20 ft.
43+00 to 45+25	26.5 ft. RT	Run gas 2 ft. north of south S/W edge
43+80 to 43+80	34 ft.	Tie into gas main and cross STH 28 to 2 feet south of north S/W edge
43+80 to 44+50	34 ft. LT	Continue gas 2 feet south of north S/W edge to 95 feet north on Henninger St and cross St.
44+50 to 44+50	95 ft. LT	Continue gas south at 2 feet west of east S/W edge to 29.5 feet north of Horicon St.

Station	Offset	
44+50 to 48+20	29 ft. LT	Continue gas at 1 foot north of south S/W edge
50+05 to 51+42	25.5 ft. LT	Run gas 3 feet north of back of curb
51+42 to 51+42	95 ft. LT	Continue to run gas north up Muzzy St 4 feet from back of curb
50+69 to 50+69	70 ft. RT	Tie into existing gas main
50+69 to 51+12	70 ft. RT	Continue gas east across Oak St. at 70 feet south
51+12 to 51+12	70 ft. RT	Continue gas north at 26 feet from Oak St. C/L or 2 feet west of east S/W edge north to 2 feet north of south S/W south edge
51+12 to 54+46	32.5 ft. RT	Continue gas 2 feet north of south S/W south edge
54+46 to 54+55	30.5 ft. RT	2 feet north of south S/W south edge and run south for 25 feet at 2 feet east of west S/W edge
54+55 to 55+08	58 ft.	Cross S. Walnut St. east 58 feet at 2 feet west of east S/W edge
55+08 to 55+08	58 ft. RT	Continue gas north at 2 feet west of east S/W edge for 22 feet
55+08 to 58+43	40 ft. RT	Continue gas east at 3 feet south of south S/W edge on 6 feet on potential easement
58+43 to 58+44	48 ft. RT	Continue gas south for 20 feet at 2 feet east from S/W
58+44 to 59+05	57 ft.	Cross S. John St. at 57 feet south of Horicon St. C/L
59+05 to 59+10	57 ft. RT	Continue gas north at 2 feet west of east S/W edge to 34.5 feet south of Horicon St. C/L
59+10 to 62+50	34.5 ft. RT	Continue gas 34.5 feet south of Horicon St. C/L or 2 feet north of S S/W edge
62+50 to 62+60	36 ft. RT	Continue gas at 36 feet south of Horicon St. or 2 feet east of west S/W edge down School St to 65 feet south of Horicon St. C/L
62+60 to 63+14	65 ft.	Cross S. School St. at 65 feet south of Horicon St C/L
63+14 to 63+23	65 ft. RT	Continue gas north at 2 feet west of east S/W edge
63+23 to 65+66	35 ft. RT	Continue gas east 35 feet south of Horicon St. C/L or 2 feet north of south S/W edge and south around corner
53+03 to 53+03	30.5 ft. RT to LT	Install new service crossing STH 28 to the north – Contractor to work around
53+89 to 53+89	30.5 ft. RT to LT	Install new service crossing road to north – Contractor to work around

Station	Offset	
56+60 to 56+60	37 ft. RT to LT	Install new service crossing road north – Contractor to work around
57+05 to 57+05	37 ft. RT to LT	Install new service crossing road north – Contractor to work around
61+08 to 61+08	37 ft. RT to LT	Install new service crossing road – Contractor to work around
63+14 to 63+14	50 ft. RT to LT	Install new main to 55 feet north of Horicon St. C/L – Contractor to work around
63+14 to 64+87	33 ft. RT to LT	Install new main at 33 feet north of Horicon St. C/L or 2 feet south of north S/W edge

Prior to construction the following crossings will be completed.

Station	
48+30	Install crossing at approximately 4.5 feet deep
53+03	Install new service crossing at approximately 4 feet deep
53+89	Install new service crossing at approximately 4.5 feet deep
56+60	Install new service crossing at approximately 4 feet deep
57+05	Install new service crossing at approximately 4 feet deep
61+08	Install new service crossing at approximately 4 feet deep
63+14	Install new main crossing at approximately 3.5 feet deep
140M+25 RT to 140M+25 LT	Install new service crossing at approximately 3.5 feet deep

The contractor shall take caution when working around all Alliant Energy - Gas facilities. Alliant Energy – Gas requires work crews to contact the local gas technician to verify pipes have been discontinued.

Field contact for Alliant Energy – Gas is Jeremy Rentmeester, 883 West Scott St., Fond du Lac, WI 54937, (920) 887-6041 office, (920) 904-1753 mobile, or email Jeremy.Rentmeester@AlliantEnergy.com.

Charter – Communications has aerial facilities attached to Alliant – Elec poles throughout the project limits. Charter will transfer plant to new poles prior to the start of construction.

Prior to construction the following work will be completed.

Station	
32+60 LT	Transfer facility
32+66 LT	Transfer facility
33+74 LT	Attach to newly installed inline pole
34+58 RT	Transfer facility
34+82 LT	Transfer facility
35+89 LT	Transfer facility
37+8 LT	Attach to new inline pole
37+53 LT	Transfer facility

Station	
37+45 RT	Transfer facility
38+69 LT	Transfer facility
38+69 RT	Install anchor, Transfer facility
39+65 LT	Transfer facility
41+12 RT	Service drop transfer
42+14 LT	Transfer facility, Did over fiber riser 9 feet
43+77 LT	Transfer facility
44+55 LT	Transfer facility
44+54 RT	Install anchor, Transfer facility
46+10 LT	Transfer facility
46+08 RT	Transfer facility
47+54 LT	Transfer facility
48+21 LT	Transfer facility
50+18 LT	Transfer facility
50+80 LT	Install anchor, Transfer facility
54+58 RT	Transfer facility
57+65 LT	Install anchor, Transfer facility
58+99 LT	Transfer facility
59+25 LT	Attach to new pole
60+24 LT	Transfer facility
61+47 LT	Transfer facility
62+53 LT	Transfer facility
64+49 RT	Transfer facility
65+76 RT	Transfer facility
66+39 RT	Attach to new Pole
0+195' RT	Transfer facility
0+211' RT	Transfer facility

Field contact for Charter is Nick Frase, N3760 County Rd DJ, Juneau, WI 53039, (920) 304-6797 mobile, or email Nick.Frase@charter.com.

Mayville Municipal Water Utility – Sanitary Sewer has underground facilities located within the project limits. Relocation of the underground facilities will be completed as part of the tied Project 3270-02-72.

Field contact for Mayville Municipal Water Utility is Nathan Kempke, 400 Kekoskee Street, Mayville, WI 53050, (920) 387-7906 Ext.1223 office, (920) 382-3016 mobile, or email nkempke@mayvillecity.com

Mayville Municipal Water Utility – Water has underground facilities located within the project. Relocation of the underground facilities will be completed as part of the tied Project 3270-02-72.

Field contact for Mayville Municipal Water Utility is Nathan Kempke, 400 Kekoskee Street, Mayville, WI 53050, (920) 387-7906 Ext.1223 office, (920) 382-3016 mobile, or email nkempke@mayvillecity.com

Project: 3270-02-72

Mayville Municipal Water Utility – Sanitary Sewer has underground facilities located within the project limits. The sanitary sewer main will be replaced along STH 67 (Main Street) from Ruedebusch St. Station 129+75 to Horicon St. Station 142+08 and along STH 28 (Horicon Street) from Clark St. Station 35+33 to Main St. Station 66+28.

Relocation of the underground facilities will be completed as part of the tied Project 3270-02-71.

Field contact for Mayville Municipal Water Utility is Nathan Kempke, 400 Kekoskee Street, Mayville, WI 53050, (920) 387-7906 Ext.1223 office, (920) 382-3016 mobile, or email nkempke@mayvillecity.com

Mayville Municipal Water Utility – Water has underground facilities located within the project. The water main will be replaced along STH 67 (Main Street) from Ruedebusch St. Station 128+32 to Horicon St. Station 142+25 and along STH 28 (Horicon Street) from Clark St. Station 35+17 to Main St. Station 66+15.

Relocation of the underground facilities will be completed as part of the tied Project 3270-02-71.

Field contact for Mayville Municipal Water Utility is Nathan Kempke, 400 Kekoskee Street, Mayville, WI 53050, (920) 387-7906 Ext.1223 office, (920) 382-3016 mobile, or email nkempke@mayvillecity.com.

All utilities located on or near this project are being coordinated under Project 3270-02-71.

Project: 3021-02-73

All utilities located on or near this project are being coordinated under Project 3270-02-71.

Project: 3021-02-74

Mayville Municipal Water Utility – Sanitary Sewer has underground facilities located within the project limits. The sanitary sewer main will be replaced along STH 67 (Main Street) from Ruedebusch St. Station 129+75 to Horicon St. Station 142+08 and along STH 28 (Horicon Street) from Clark St. Station 35+33 to Main St. Station 66+28.

Relocation of the underground facilities will be completed as part of the tied Project 3270-02-71.

Field contact for Mayville Municipal Water Utility is Nathan Kempke, 400 Kekoskee Street, Mayville, WI 53050, (920) 387-7906 Ext.1223 office, (920) 382-3016 mobile, or email nkempke@mayvillecity.com

Mayville Municipal Water Utility – Water has underground facilities located within the project. The water main will be replaced along STH 67 (Main Street) from Ruedebusch St. Station 128+32 to Horicon St. Station 142+25 and along STH 28 (Horicon Street) from Clark St. Station 35+17 to Main St. Station 66+15.

Relocation of the underground facilities will be completed as part of the tied Project 3270-02-71.

Field contact for Mayville Municipal Water Utility is Nathan Kempke, 400 Kekoskee Street, Mayville, WI 53050, (920) 387-7906 Ext.1223 office, (920) 382-3016 mobile, or email nkempke@mayvillecity.com.

All utilities located on or near this project are being coordinated under Project 3270-02-71.

8. 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 67 and STH 28 traffic.

Use only City of Mayville designated truck routes for material haul roads. Haul roads are detailed in standard spec 618. Contact Nathan Kempke, City of Mayville, (920) 387-7900 ext. 1205 for haul road information on the City of Mayville designated truck routes.

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

The City of Mayville 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 City of Mayville personnel or its designated representatives. Final acceptance of the sanitary sewer and water main construction will be by the City of Mayville personnel.

10. Municipality Acceptance of Street Lighting.

The City of Mayville personnel or its designated representatives will observe and inspect the construction of the street lighting on STH 67 under this contract. Compliance testing shall be performed by the contractor in the presence of City of Mayville personnel or its designated representatives. Final acceptance of the street lighting construction will be by the City of Mayville personnel.

11. General Requirements for Sanitary Sewer and Watermain.

Perform all sanitary sewer and watermain work under this contract according to the Standard Specifications for Sewer and Watermain 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.

Appropriate components of the Work will be staked by the engineer at no cost to the contractor as outlined below. Engineer will set stakes at arbitrary elevations and provide cuts and fills to the plan grade. Engineer will not set stakes such that the top of the stake is at a desired elevation (blue tops etc.). After construction begins, the perpetuation of grade stakes is contractor's responsibility, and the cost of replacing damaged or lost stakes will be charged to contractor.

Contractor is responsible for all lines, elevations and measurements of all Work executed under the contract. Contractor must exercise proper precaution to verify figures before laying out work, and will be held responsible for any error resulting from failure to exercise such precaution.

Engineer must receive at least 48 hours' notice to perform staking, take measurements, check grades and inspect all items of work.

Submit shop drawings, test results, operating and maintenance data, product data, samples, and other miscellaneous work related items to engineer. Schedule submissions at least 15 days before date reviewed submittals will be needed. Submittals shall include the following:

- Date of submission.
- Project title and number.
- Name of contractor, supplier, and manufacturer.
- Identification of deviations from contract documents.

Shop Drawings:

- Submit graphic information at accurate scale with name of preparer indicated.
- Show dimensions and note which are based on field measurements.
- Indicate compliance with standards and notation of coordination requirements.
- Highlight, encircle or otherwise indicate variation from contract documents or previous submittals and revisions on re-submittals.
- Do not use engineer's/architect's drawings as shop drawings.
- Submit three copies or appropriate electronic PDF file of scans to engineer for review.
- Engineer will return stamped and signed scans to the general contractor for distribution.

Product Data:

- Submit three copies or appropriate electronic PDF file of scans.
- Manufacturer's standard catalog sheets, brochures, illustrations or other standard descriptive data shall be marked to clearly indicate information that is not applicable to this project. Supplement standard product data to provide additional information regarding performance or suitability for this project.
- Clearly mark manufactures information to identify specific materials, products or model numbers which are being furnished for this project.
- Show dimensions, capacities, wiring diagrams and controls.

Samples:

- Submit samples in duplicate unless specified otherwise herein.

12. Disposal of Material & Salvage.

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.

13. 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). 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.

If contaminated groundwater is encountered see Article 19 Environmental Protection, Dewatering and Management of Contaminated Groundwater.

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 Mayville; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

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 for the meeting(s) that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for the meeting(s). The contractor shall schedule the meeting(s) with at least two weeks prior notice to the engineer to allow for these notifications.
stp-108-060 (20141107)

15. Information to Bidders, Graceland Cemetery Burial Permit.

The department has obtained a burial permit per state statues 157.50 for Graceland Cemetery. 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.

16. Work by Others.

Mayville Engineering Company (MEC), located at 800 Horicon St., will remove and replace the wheelchair ramp, paving bricks and landscaping located on their property. Contractor to coordinate with MEC to place additional stairs at Station 43+20, LT. Existing sign and lights near Station 43+75, LT are to remain.

The City of Mayville Fire Department will be replacing their driveway located at the fire station at Station 49+50 LT, STH 28 (Horicon St.) Exiting driveway to the building will be removed under this contract but base placement, base finishing and concrete driveway will

be performed by the city's flatwork contractor. Contractor to coordinate operations with the city's flatwork contractor while working near the fire station property.

The City of Mayville will be placing sidewalk on the Mayville Savings Bank property starting near Station 138+00, RT, STH 67 (Main St.) during these projects. Proposed sidewalk on the east side of STH 67 (Main St.) will connect to the City of Mayville sidewalk. Contractor to coordinate sidewalk work with the City of Mayville and its' contractor.

17. Environmental Coordination.

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.

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.

18. Environmental Protection, Aquatic Exotic Species Control.

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

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

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

1. Prior to leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can prior to leaving the area or invested waters; and
4. Disinfect your boat, equipment and gear by either:
 - a. Washing with ~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.

stp-107-055 (20130615)

19. Environmental Protection, Dewatering and Management of Contaminated Groundwater.

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.

Management of Contaminated Groundwater

It is likely that dewatering will be required during construction of utilities. Based on laboratory results of groundwater samples collected from monitoring wells, water generated during dewatering operations should be permitted to discharge to the surface, except in contaminated areas.

Results indicate that chlorinated-contaminated groundwater is present at the following locations within the project corridor:

1. Site 1 – Station 33+50 to 34+30, from construction limits left to construction limits right.
2. Site 3 – Station 34+30 to 35+00, from reference line to construction limits left.
3. Site 4 – Station 35+50 to 37+50, from construction limits left to construction limits right.

Additionally, results indicate that petroleum-contaminated groundwater is present at the following location within the project corridor:

1. Site 13 – Station 65+00 to east limits of construction on Horicon Street, from reference line to construction limits right on Horicon Street, and reference line to 150 feet south on Main Street, from construction limits left to construction limits right.

Additionally, results indicate that metal-contaminated groundwater is present at the following location within the project corridor:

1. Sites 12 and 14 – Station 65+00 to east limits of construction on Horicon Street, from reference line to construction limits left.

If evidence of groundwater contamination is observed (i.e., petroleum or solvent odor or sheens) during dewatering operations at other locations, suspend dewatering operations at those locations and notify the engineer.

Pump contaminated water into the City of Mayville's sanitary sewer or into temporary holding tanks for on-site or offsite treatment and disposal 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.

Approval from the City of Mayville must be obtained prior to any discharge of contaminated water to the sanitary sewer. If accepted by the city, restrictions will likely be placed on contaminated water concentrations and/or pumping rates. Perform all necessary monitoring to document compliance with city discharge requirements. Furnish, install, operate, maintain, disassemble, and remove all equipment necessary to comply with city discharge requirements.

If contaminated water is not discharged to the sanitary sewer, then means and methods together with dewatering pumping rates will impact the characterization of discharged water and requirements for treatment and disposal. The WDNR's concurrence with plans to accomplish dewatering will be required and include limits on impacted water that can be discharged to the surface. Pump tests with sampling and laboratory analysis of water generated during dewatering operations in the contaminated areas will likely be required. If water is discharged to surface, meet all applicable requirements of the Wisconsin Pollution Discharge Elimination System (WPDES) General Permit for Discharge of Petroleum Contaminated Groundwater from Remedial Action Operations. This includes, but is not limited to, pretreatment of water, if required, to meet WPDES discharge requirements. Perform all necessary monitoring to document compliance with WPDES requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with WPDES requirements.

Ensure continuous dewatering and excavation safety at all times for all dewatering methods. 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.

The management of contaminated groundwater shall be considered incidental to the bid items with which the work is associated.

20. Dust Abatement.

Supplement standard spec 104.61 with the following:

Dry brooming of the pavement will not be allowed.

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

21. Erosion Control.

Supplement standard spec 107.20 (3) to include the following:

The ECIP shall discuss how the surface water drainage will be accommodated during construction operations as required by standard spec 205.3.3. Accumulation of surface water within the project grading limits shall be limited to a 24 hour period. The ECIP shall include specific detailed information on what temporary drainage installations will be utilized and an implementation plan to meet this 24 hour requirement. All temporary drainage installations shall be in conformance with all state and federal rules and regulations. If the contractor fails to implement the temporary drainage installations, as described in the ECIP, and surface water drainage is allowed to accumulate within the grading limits for longer than a 24 hour period, the contractor will be responsible for the cost of all work and materials required to correct the resulting saturated subgrade. This shall include but is not limited to any EBS that becomes necessary, as well as any grade stabilization measures such as geogrid and Select Crushed Material utilized to backfill the EBS area. Constructing and removing temporary drainage installations, as specified under standard spec 205.3.3, is incidental to the work under standard spec 205.

22. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

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

23. Notice to Contractor, Inadvertent Discovery of Contaminated Soil.

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:	GEI Consultants, Inc., Mr. Roger Miller or Mr. Mike DeBraske
Address:	3159 Voyager Drive, Green Bay, WI 54311
Phone:	(920) 455-8657 / (920) 455-8655
E-mail:	rmiller@geiconsultants.com , mdebraske@geiconsultants.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 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.

24. Traffic Signal Timing Parameters STH 28 and Clark St, STH 67 / STH 28 / S. Main St.

Permanent traffic signals shall be fully operational, as shown in the “Sequence of Operations” sheets in the plan set. The traffic signals shall be timed according to the following traffic signal timings.

All work required to implement permanent traffic signal timing, perform test operations and make updates for all signalized intersections in this contract shall be considered incidental to the following bid items: Furnish and Install Signal Cabinet and Controller (STH 28 and Clark St), Item SPV.0105.73; Furnish and Install Signal Cabinet and Controller (STH 67/STH 28/S. Main St), Item SPV.0105.74.

PERMANENT TRAFFIC SIGNAL TIMING STH 28 and CLARK ST

Main Street: STH 28
 Cross Street: Clark Street
 Location: City of Mayville
 County: Dodge
 Type: Permanent Signal Timings
 Date: 8/1/2017

Phase Data



Phase

	2	4	6	8
	←	↓	→	↑
Approach Name	WBT	SBT	EBT	NBT
Vehicle Basic Timings				
Minimum Green (sec.)	15.0	8.0	15.0	8.0
Max 1	45.0	25.0	45.0	25.0
Passage	5.0	1.0	5.0	1.0
Yellow Change (sec)	3.2	3.0	3.2	3.0
Red Clearance (sec)	2.0	2.5	2.0	2.5
Time Before Reduction	15.0	-	15.0	-
Time to Reduce	15.0	-	15.0	-
Minimum Gap	3.0	-	3.0	-
Pedestrian Timings				
Walk (sec)	7.0	7.0	7.0	7.0
Ped Clearance (sec)	20.0	20.0	20.0	20.0
Miscellaneous				
Vehicle Recall	MIN	NONE	MIN	NONE
Phase Locking	LOCKING	NON-LOCKING	LOCKING	NON-LOCKING

**PERMANENT TRAFFIC SIGNAL TIMING
STH 67 / STH 28 / S. MAIN ST**

Main Street: STH 28
 Cross Street: S. Main Street
 Location: City of Mayville
 County: Dodge
 Type: Permanent Signal Timings
 Date: 8/1/2017

Phase Data



Phase

	2	3	4	6
	↓	→	←	↑
Approach Name	SBT	EBT	WBT	NBT
Vehicle Basic Timings				
Minimum Green (sec.)	15.0	15.0	8.0	15.0
Max 1	40.0	35.0	15.0	40.0
Passage	5.0	5.0	1.5	5.0
Yellow Change (sec)	3.0	3.2	3.0	3.0
Red Clearance (sec)	2.5	2.0	2.5	2.5
Time Before Reduction	10.0	10.0	-	10.0
Time to Reduce	15.0	10.0	-	15.0
Minimum Gap	3.0	3.0	-	3.0
Pedestrian Timings				
Walk (sec)	7.0	7.0	7.0	7.0
Ped Clearance (sec)	24.0	14.0	19.0	24.0
Miscellaneous				
Vehicle Recall	MIN	NONE	NONE	MIN
Phase Locking	LOCKING	NON-LOCKING	NON-LOCKING	LOCKING

25. Abandoning Sewer, Item 204.0291.S.

A Description

This special provision describes abandoning existing sewer by filling it with cellular concrete according to the pertinent requirements of standard spec 204 and standard spec 501, as shown in the plans, and as hereinafter provided.

B Materials

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

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0291.S	Abandoning Sewer	CY

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

stp-204-050 (20080902)

26. Removing Existing Lighting Control Cabinet, Item 204.9060.S.72.**A Description**

This special provision describes removing existing lighting control cabinets, meter housing and restoring the site to match the surroundings according to the pertinent provisions of the standard spec 204 and as hereinafter provided.

B (Vacant)**C Construction**

Contact Nathan Kempke at (920) 387-7900 Ext 1205 at the City of Mayville Public works Engineering Department 14 days prior to removing existing control cabinets.

Arrange with the utility for a disconnection of the existing electrical service lateral and removal of the meter housing.

Carefully remove and stockpile all equipment at a location approved by the engineer. Place all equipment on blocks so as not to be in direct contact with the ground. The cabinet shall be made available for the city to salvage. Properly dispose of any equipment that is not salvaged.

Properly dispose of all related equipment.

D Measurement

The department will measure Remove Existing Lighting Control Cabinet by the unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.72	Removing Existing Lighting Control Cabinet	EACH

Payment is full compensation for removals, backfill, and disposal as required above.

27. Removing Electrical Conductors from Existing Conduit, Item 204.9090.S.71.

A Description

This special provision describes removing electrical conductors from existing conduit and disposing them off of the project site according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)**C Construction**

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.71	Removing Electrical Conductors From Existing Conduit	LF

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

28. Removing Business Sign Station 35+21, Item 204.9105.S.01.

A Description

This special provision describes removing the business sign according to the pertinent provision of standard spec 204 and as hereinafter provided. Coordination with the business owner and/or power company is required to de-energize the sign prior to removal.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Business Sign Station 35+21, completed according to the contract and accepted, as a single complete lump sum of unit work.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.01	Removing Business Sign Station 35+21	LS

Payment is full compensation for removing, hauling, and disposing of the sign(s), vertical sign supports and the concrete base, including reinforcing steel and anchor bolts.
204-025 (20150630)

29. 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)

30. Base Aggregate Dense 1 ¼-Inch, Item 305.0120.

Revise standard spec 305.2.2.1 when base is ≥ 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)

31. QMP Base Aggregate.

A Description

A.1 General

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

A.2 Small Quantities

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

A.2.1 Quality Control Plan

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

A.2.2 Contractor Testing

1.

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

- ^[1] Submit production test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.
 - ^[2] If the actual quantity overruns 6,000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
 - ^[3] If the actual quantity overruns 9000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
 - ^[4] For 3-inch material or lift thickness of 3-inch or less, obtain samples at load-out.
 - ^[5] Divide the aggregate into uniformly sized sublots for testing
2. Stockpile testing for concrete pavement recycled in place will be sampled on the first day of production.
 3. Until a four point running average is established, individual placement tests will be used for acceptance. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
 4. Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

A.2.3 Department Testing

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

B Materials

B.1 Quality Control Plan

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

B.2 Personnel

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

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

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

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

B.3 Laboratory

- (1) Perform QC testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:
Materials Management Section
3502 Kinsman Blvd.
Madison, WI 53704
Telephone: (608) 246-5388
<http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/qual-labs.aspx>

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

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

B.4.3 Control Charts

- (1) Plot gradation and fracture on the appropriate control chart as soon as test results are available. Format control charts according to CMM 8.30. Include the project number on base placement control charts. Maintain separate control charts for each base aggregate size, source or classification, and type.
- (2) Provide control charts to the engineer within one business day after obtaining a sample. Post or distribute charts using a method mutually agreeable to the engineer and contractor. Update control charts daily to include the following:
 1. Contractor individual QC tests.
 2. Department QV tests.
 3. Department IA tests.
 4. Four-point running average of the QC tests.

- (3) Except as specified under B.8.2.1 for nonconforming QV placement tests, include only QC placement tests in the running average. The contractor may plot process control or informational tests on control charts, but do not include these tests, conforming QV tests, or IA tests in the running average.

B.5 Contractor Testing

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.
- (2) Perform one stockpile test from each source prior to placement.
- (3) Test gradation once per 3000 tons of material placed or fraction thereof. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples or lift thickness of 3-inch or less from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.
- (4) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for seven calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.
- (5) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (6) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (7) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

B.6 Test Methods

B.6.1 Gradation

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:
Gradation..... AASHTO T 27
Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.

- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
 1. Control limits are at the upper and lower specification limits.
 2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
 3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
 4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When two consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 2. For fracture, increase the QC testing frequency to at least one test per gradation test.

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

B.8 Department Testing

B.8.1 General

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

B.8.2 Verification Testing

B.8.2.1 General

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
 1. Perform one stockpile test from each source prior to placement.
 2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.

- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates or for a lift thickness of 3-inch or less, the department will collect samples at load-out. The department will split each sample, test half for QV, and retain half.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

B.8.3 Independent Assurance

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

B.9 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.

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

C (Vacant)

D (Vacant)

E Payment

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to this work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the non-performance of QMP administrative item.
- (2) For material represented by a running average exceeding a control limit, the department will reduce pay according to CMM 8-10.5.2 for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2.

stp-301-010 (20170615)

32. Concrete Pavement Joint Layout 3021-02-73, Item 415.5110.S.01; 3270-02-71, Item 415.5110.S.02.

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 at least seven calendar days before paving each intersection. Do not lay out joints until the engineer has reviewed the joint layout design. Mark the location of all concrete joints 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 (project) as a single lump sum unit for all joint layout designs and marking, 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
415.5110.S.01	Concrete Pavement Joint Layout 3021-02-73	LS
415.5110.S.02	Concrete Pavement Joint Layout 3270-02-71	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 stp-415-020 (20170615)

33. Pipe Grates, Item 611.9800.S.**A Description**

This special provision describes furnishing and installing pipe grates on the ends of pipes as shown in the plans, and as hereinafter provided.

B Materials

Furnish steel conforming to the requirements of standard spec 506.2.2.1. Furnish steel pipe conforming to the requirements of standard spec 506.2.3.6.

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

C Construction

Repair pipes, rods, angles and brackets on which the galvanized coating has been damaged according to the requirements of AASHTO M36M.

D Measurement

The department will measure Pipe Grates in units of work, where one unit is one grate, completed and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.9800.S	Pipe Grates	EACH

Payment is full compensation for furnishing and installing all materials; and for drilling and connecting grates to pipes.
stp-611-010 (20030820)

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.
stp-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 Surface Plate, Item 644.1430.S.

A Description

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

B Materials

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

- Asphaltic surface conforming to standard spec 465.2.
- Pressure treated 2x4 framing lumber, pressure treated 3/4-inch plywood with skid resistant surface coating, and weather resistant deck screws 3-1/2-inch minimum for framing and 1-5/8-inch minimum for plywood.
- 1/4 inch minimum steel plate or commercially available prefabricated plates with skid resistant surface coating conforming to Americans with Disabilities Act Accessibility Guidelines. If placed in the roadway, must be able to handle a vehicle weight of 88,000 lbs.

C Construction

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

Provide a firm, stable, and slip-resistant surface layer with vertical joints no higher than 1/4 inch and horizontal joints no wider than 1/2 inch. Sheet materials up to 1 inch thick may be lapped if the edge is beveled at 45 degrees or flatter. Asphalt may also be used to ramp up to materials up to 1 inch thick. Construct conforming to the following:

- Steel or prefabricated plate with a skid resistant surface coating.

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
644.1430.S	Temporary Pedestrian Surface Plate	SF

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

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

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

B Materials

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

Furnish select 2x4 dimensional lumber.

Furnish fence fabric meeting the following requirements.

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

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

C Construction

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

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

D Measurement

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

E Payment

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

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

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

38. Electrical Service Meter Breaker Pedestal (CB100), Item 656.0200.01; Electrical Service Meter Breaker Pedestal (Clark St.), Item 656.0200.02.

Add the following to standard spec 656.2:

- Furnish a pedestal with two meters capable of separate services for City of Mayville traffic signal and street lighting.

Add the following to standard spec 656.3:

- Obtain any required electrical permits prior to performing any work. Pay all permit fees.
- Ensure that electrical service is installed and energized a minimum of one week prior to the system activation deadline.

39. Traffic Signal Face 3S 12-Inch, Item 658.0173; Traffic Signal Face 4S 12-Inch Vertical, Item 658.0174; Pedestrian Signal Face 16 Inch, Item 658.0416; Pedestrian Push Buttons, Item 658.0500; Signal Mounting Hardware (STH 28 & Clark St), Item 658.5069.01; Signal Mounting Hardware (STH 67 / STH 28 / S. Main St), Item 658.5069.02.

For equipment at the intersection of STH 67 / STH 28 / S. Main St., append standard spec 658.2 with the following:

Replace standard spec 658.2, Materials, paragraph (2) to read as follows:

(8) Furnish materials from the department's QPL as follows:

- Traffic signal faces including signal housing, backplates and LED modules.
- Pedestrian signal faces including signal housing and LED modules.
- Pedestrian push buttons.
- Signal mounting hardware.

Use black Federal Standard color for all housings and dull black door faces, visors, and backplates. Pedestrian push buttons and signal mounting equipment shall have a factory applied black exterior finish to match the proposed traffic signal equipment. If a black

factory exterior finish is not available, repaint banding and mounting brackets to match the proposed traffic signal equipment.

40. Lighting Control Cabinets 120/240 30-Inch, Item 659.2130.

Amend standard spec 659.2, Materials, by adding the following paragraph:

- (2) Exterior surfaces and hardware shall be pretreated with an iron phosphate coating and powder coat painted black and dried by radiant heat.

41. Crack and Damage Survey 3021-02-73, Item 999.1500.S.01; Crack and Damage Survey 3270-02-71, Item 999.1500.S.02.

A Description

This special provision describes conducting a crack and damage survey of the residences and business located at 125 Main St., 247 Main St., 331 Main St., 332 Horicon St., 230 Horicon St., 204 Horicon St., and 126 Horicon St.

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

B (Vacant)

C Construction

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

Take the images with a digital camera capable of producing sharp, grain free, high-contrast colored digital images with good shadow details. Each digital image shall be labeled with 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 digital images to the engineer electronically.

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
999.1500.S.01	Crack and Damage Survey 3021-02-73	LS
999.1500.S.02	Crack and Damage Survey 3270-02-71	LS

Payment is full compensation for providing the before and after written reports, and for photographs or video.
stp-999-010 (20170615)

42. Granular Backfill-Water and Sanitary, Item SPV.0035.31.

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 Granular Backfill.

C Construction

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

Backfill material shall be mechanically compacted in 12" thick lifts from a distance of two feet above the pipe to the finished subgrade. Backfill shall be compacted to 95% maximum dry density per Modified Proctor (ASTM D1557). Compaction Testing shall be performed at 250 ft. intervals along the installation of trench backfill. Testing costs shall be considered incidental to the contract unit price for Granular Backfill.

D Measurement

The department will measure Granular Backfill Water and Sanitary by the cubic yard. Volume of Trench Backfill shall be computed at two tons per cubic yard, based on truck delivery tickets.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.31	Granular 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.

43. Temporary Crosswalk, Item SPV.0045.01.

A Description

This special provision describes providing and maintaining an ADA accessible temporary crosswalk within the construction zone at various locations throughout the project limits. A crosswalk is defined as an ADA compliant accessible crossing of a single leg of an intersection, including curb ramps.

B Materials

Furnish a hard temporary surface material as follows:

- Asphaltic surface conforming to standard spec 465.2,
- Pressure treated 2x4 framing lumber, pressure treated 3/4-inch plywood with skid resistant surface coating, and weather resistant deck screws 3-1/2-inch minimum for framing and 1-5/8-inch minimum for plywood.
- Engineer-approved ready mixed concrete or ancillary concrete conforming to standard spec 602.2 except no QMP is required.
- 1/4 inch minimum steel plate or commercially available prefabricated plates with skid resistant surface coating conforming to Americans with Disabilities Act Accessibility Guidelines. If placed in the roadway, must be able to handle a vehicle weight of 88,000 lbs. 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.

Furnish 4-inch diameter polyvinyl chloride drainage pipe conforming to AASHTO M 278 as needed to maintain drainage across the location of the crosswalk.

Furnish a protective layer between the existing curb and gutter and pavement and asphaltic surface temporary in order to allow easy removal of asphaltic surface. Obtain approval from the engineer for the protective layer material.

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

C Construction

Provide and maintain an accessible crosswalk including temporary surface material, temporary pedestrian safety fence on existing pavement, new pavement, or temporary surface material where shown on the plans or directed by the engineer.

Crosswalk

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 the 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 temporary pedestrian 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.

E Payment

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.01	Temporary Crosswalk	DAY

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

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

44. Temporary Curb Ramp, Item SPV.0045.02.

A Description

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

B Materials

Furnish materials as follows:

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

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

C Construction

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

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0045.02	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.

45. 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.

46. Research and Locate Existing Land Parcel Monuments, Item SPV.0060.01.**A Description**

This special provision describes researching and locating existing land parcel or boundary monuments located in permanent easements, temporary easements or construction permit areas, which may be lost or disturbed by construction operations.

This provision does not relinquish the contractor's responsibility of standard spec 107.11.

B (Vacant)**C Construction**

Perform work by, or under the direction of, a professional land surveyor licensed in the State of Wisconsin.

Prior to construction, research, locate and document monuments located in permanent easements, temporary easements and construction permit areas. Establish coordinate ties to the monuments accurate to current minimum state survey standards.

Prepare a monument location map showing the type of monuments found and their coordinates. The transportation project plat (TPP) is acceptable as a base map for the monument location map. Provide a copy of the monument location map to the engineer and region right-of-way plat coordinator.

Verify and reset monument locations after construction is complete under the item titled "Verify and Replace Existing Land Parcel Monuments."

D Measurement

The department will measure Research and Locate Existing Land Parcel Monuments as each individual monument, 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	Research and Locate Existing Land Parcel Monuments	EACH

Payment is full compensation for furnishing all research, field survey, locating, and data recording necessary to locate and establish coordinates for existing monuments within the construction limits prior to construction; furnishing a professional land surveyor; preparing, annotating and delivering the monument location map.

47. Verify and Replace Existing Land Parcel Monuments, Item SPV.0060.02.

A Description

This special provision describes verifying the final location of, and replacing existing land parcel or boundary monuments, previously located under the item “Research and Locate Existing Land Parcel Monuments”, that are lost or disturbed by construction operations.

This provision does not relinquish the contractor’s responsibility of standard spec 107.11.

B Materials

Provide minimum sized replacement monuments as follows:

- Locations outside of pavement areas:
 - 1-inch inside diameter by 24-inch long iron pipe
 - 3/4-inch diameter by 24-inch long rod or rebar
- Locations in asphalt pavement areas:
 - Survey spike
 - Mag nail
- Locations in concrete pavement areas:
 - Drilled hole
 - Chiseled mark

C Construction

Perform work by, or under the direction of, a professional land surveyor licensed in the State of Wisconsin.

After construction is completed, verify the location of all monuments previously located with the item “Research and Locate Existing Land Parcel Monuments”. Replace any monuments that were disturbed or destroyed to current minimum state survey standards.

Prepare a monument location map showing the type of monuments originally found, the type of replacement monuments used to replace the disturbed or destroyed monuments, and monument coordinates. The transportation project plat (TPP) is acceptable as a base map for the monument location map. Create the location map with a PDF editing tool such as Adobe or Bluebeam. The monument location map shall explicitly state that the replaced monuments are not being certified as actual land parcel or boundary monuments, only that evidence of monuments were found and replaced. Attach a cover letter to the location map that contains a brief synopsis of the work completed. The cover letter shall be signed, stamped, and dated by a professional land surveyor. Provide a copy of the monument location map and cover letter to the engineer, the county surveyor, and the region plat coordinator.

D Measurement

The department will measure Verify and Replace Existing Land Parcel Monuments as each individual monument, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Verify and Replace Existing Land Parcel Monuments	EACH

Payment is full compensation for furnishing all survey work necessary to verify the location of all monuments previously located under the item “Research and Locate Existing Land Parcel Monuments”; replacing monuments that were disturbed or destroyed from their original location; furnishing monuments or other necessary tools; furnishing a professional land surveyor; preparing, annotating and delivering the monument location map and cover letter.

48. Inlet Covers Type HC, Item SPV.0060.21.**A Description**

This special provision section describes furnishing and installing inlet covers according to standard spec 611, as shown on the plans, and as hereinafter provided.

B Materials

Provide materials according to standard spec 611.2. Supply an open grate cover to fit an existing structure opening of approximately 2-foot x 3-foot as shown on the plans

C Construction

Construct according to standard spec 611.3.

D Measurement

The department will measure Inlet Covers type HC as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.21	Inlet Covers Type HC	EACH

Payment is full compensation for providing new covers, including frames, grates or lids, adjustment to final grade, and all other required materials and for installing and adjusting each cover.

49. Connect To Existing Watermain, Item SPV.0060.31.

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 water mains will not be paid for separately but will be considered incidental to the bid price for Connect to Existing Watermain.

C Construction

Notice to Residents for Interruption of Water Service:

All residents/property owners shall be provided 24-hour advance notice by the contractor when water service will be interrupted. This shall be a written notification either hand delivered or placed in a conspicuous location on the property. Water service to schools must not be disrupted when children are present. Where a business cannot operate without water during normal business hours, the owner will direct that connections be made during off-peak times or before/after normal business hours at no additional cost to the owner. Compliance with requested scheduling of watermain connections will be considered incidental to the bid price.

Water valves are to be operated by the City Water Department staff only and shall be scheduled and conducted during normal operating hours from 6:30 AM to 3:00 PM on Monday through Friday. Required operation of valves outside of these hours will require prior approval and scheduling with the utility.

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

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.

D Measurement

The department will measure Connect to Existing Watermain by each unit, regardless of size, 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.0060.31	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; and for disposing of surplus material.

ITEM NUMBER	DESCRIPTION
SPV.0060.31	Connect to Existing Watermain

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, 12-Inch, Item SPV.0060.32; Gate Valve and Box, 10-Inch, Item SPV.0060.33; Gate Valve and Box, 8-Inch, Item SPV.0060.34; Gate Valve and Box, 4-Inch, Item SPV.0060.35.

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 A2360-20, 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, 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.0060.32	Gate Valve and Box 12-Inch	EACH
SPV.0060.33	Gate Valve and Box 10-Inch	EACH
SPV.0060.34	Gate Valve and Box 8-Inch	EACH
SPV.0060.35	Gate Valve and Box 4-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; and for disposing of surplus material.

- 51. Tee Fitting 12-Inch x 12-Inch, Item SPV.0060.36; Fitting 12-Inch x 10-Inch, Item SPV.0060.37; Fitting 12-Inch x 8-Inch, Item SPV.0060.38; Fitting 12-Inch x 6-Inch, Item SPV.0060.39; Fitting 10-Inch x 12-Inch, Item SPV.0060.40; Fitting 10-Inch x 6-Inch, Item SPV.0060.41; Fitting 10-Inch x 4-Inch, Item SPV.0060.42; Cross Fitting 12-Inch x 8-Inch, Item SPV.0060.43; Cross Fitting 10-Inch x 10-Inch, Item SPV.0060.44; Reducer Fitting 10-Inch x 8-Inch, Item SPV.0060.45; Reducer Fitting 10-Inch x 6-Inch, Item SPV.0060.46; Reducer Fitting 10-Inch x 4-Inch, Item SPV.0060.47; Reducer Fitting 8-Inch x 6-Inch, Item SPV.0060.48; 45° Bend Fitting 12-Inch, Item SPV.0060.49; 45° Bend Fitting 10-Inch, Item SPV.0060.50; 11.25° Bend Fitting 10-Inch, Item SPV.0060.51; 45° Bend Fitting 8-Inch, Item SPV.0060.52; MJ Cap Fitting 10-Inch, Item SPV.0060.53.**

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, 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.0060.36	Tee Fitting, 12-Inch x 12-Inch	EACH
SPV.0060.37	Tee Fitting, 12-Inch x 10-Inch	EACH
SPV.0060.38	Tee Fitting, 12-Inch x 8-Inch	EACH
SPV.0060.39	Tee Fitting, 12-Inch x 6-Inch	EACH
SPV.0060.40	Tee Fitting, 10-Inch x 12-Inch	EACH
SPV.0060.41	Tee Fitting, 10-Inch x 6-Inch	EACH
SPV.0060.42	Tee Fitting, 10-Inch x 4-Inch	EACH
SPV.0060.43	Cross Fitting, 12-Inch x 8-Inch	EACH
SPV.0060.44	Cross Fitting, 10-Inch x 10-Inch	EACH
SPV.0060.45	Reducer Fitting, 10-Inch x 8-Inch	EACH
SPV.0060.46	Reducer Fitting, 10-Inch x 6-Inch	EACH
SPV.0060.47	Reducer Fitting, 10-Inch x 4-Inch	EACH
SPV.0060.48	Reducer Fitting, 8-Inch x 6-Inch	EACH
SPV.0060.49	45° Bend Fitting, 12-Inch	EACH
SPV.0060.50	45° Bend Fitting, 10-Inch	EACH
SPV.0060.51	11.25° Bend Fitting, 10-Inch	EACH
SPV.0060.52	45° Bend Fitting, 8-Inch	EACH
SPV.0060.53	MJ Cap Fitting, 10-Inch	EACH

Payment is full compensation for furnishing all excavation; furnishing and installing the fitting of the size and type specified; and for disposing of surplus material.

52. Corporation Stop, 1-Inch, Item SPV.0060.54.

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 H15008, screw on type, with 2 stud, all stainless steel single strap service clamp saddle for connection to PVC 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.0060.54	Corporation Stop, 1-Inch	EACH

Payment is full compensation for furnishing and installing corporation stops and service clamps; and for tapping the watermain for water service laterals of the indicated size.

53. Curb Stop and Box, 1-Inch Service, Item SPV.0060.55.**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 H1504-2 screw on type, Curb stop boxes shall be Mueller H10350, with stationary extension rod (and guide ring) from the valve to the top of the box.

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.0060.55	Curb Stop and Box, 1-Inch Service	EACH

Payment is full compensation for furnishing and installing the curb stop valve and box.

54. Connect To Existing Water Service, Item SPV.0060.56.

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.0060.56	Connect to Existing Water Service	EACH

Payment is full compensation for connecting water service laterals being installed to existing water service laterals; and for reconnecting all active existing water laterals on all watermains being replaced.

55. Hydrant, Item SPV.0060.57.

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.0060.57	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.0060.58.

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.0060.58	Remove Existing Hydrant	EACH

Payment is full compensation for removing hydrant.

57. Remove or Abandon Existing Sanitary Sewer Manhole, Item SPV.0060.59.**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.0060.59	Remove or Abandon Existing Sanitary Manhole	EACH

Payment is full compensation for removing or abandoning sanitary sewer manhole.

58. Connect To Existing Sanitary Sewer, Item SPV.0060.60.**A Description**

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

B Materials

Furnish and install Fernco flexible rubber coupling adapters rated for the size and material of pipes being joined.

C Construction

Notice to Residents for Interruption of Sanitary Sewer Service:

All residents/property owners shall be provided 24-hour advance notice by the contractor when sewer service will be interrupted. This shall be a written notification either hand delivered or placed in a conspicuous location on the property. Service to schools must not be disrupted when children are present. Where a business cannot operate without sewer service during normal business hours, the Owner will direct that connections be made during off-peak times or before/after normal business hours at no additional cost to the Owner. Compliance with requested scheduling of sanitary sewer connections will be considered incidental to the bid price.

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.0060.60	Connect to Existing Sanitary Sewer	EACH

Payment is full compensation for connecting new sewers to existing sewers.

59. Connect To Existing Sanitary Sewer Service, Item SPV.0060.61.

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. It is the responsibility of the contractor to locate, verify active status, by observation of flow or dye testing, and reconnect all active sewer laterals.

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.0060.61	Connect to Existing Sanitary Sewer Service	EACH

Payment is full compensation for connecting sewer service laterals to existing laterals; and for furnishing and installing coupling adapters as needed.

60. Sanitary Sewer Wye 8-Inch x 6-Inch, Item SPV.0060.62.

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.0060.62	Sanitary Sewer Wye 8-Inch x 6-Inch	EACH

Payment is full compensation for furnishing and installing sanitary sewer wyes; and for disposing of surplus material.

61. Storm Sewer Pipe, Bend 22.5°, Item SPV.0060.63; Storm Sewer Pipe, Bend 19°, Item SPV.0060.64; Storm Sewer Pipe, Bend 11°, Item SPV.0060.65.

A Description

Furnish and install Reinforced Class III Storm Sewer Pipe with the specified diameter and required degree of bend, at the locations and grade shown on the plans and as hereinafter provided.

B Materials

Furnish materials conforming to standard spec 608.2. All Storm Sewer Bends shall be Class III Reinforced Concrete.

Concrete Pipe Bends shall conform to section 8.6.4.c of the Wisconsin W&S Specifications for Miter Pipe.

C Construction

Install Class III Storm Sewer Pipe, with the required degree of bend, according to standard spec 608.3.

D Measurement

The department will measure Storm Sewer Pipe Bends 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.0060.63	Storm Sewer Pipe, Bend 22.5°	EACH
SPV.0060.64	Storm Sewer Pipe, Bend 19°	EACH
SPV.0060.65	Storm Sewer Pipe, Bend 11°	EACH

Payment is full compensation for furnishing and installing storm sewer pipe.

62. Remove and Reinstall Street Light Assembly, Item SPV.0060.71.

A Description

This special provision describes removing, transporting and reinstalling street lighting units.

B Materials

Use all street lighting materials salvaged from the project except for pole wiring. Furnish a new concrete base, incidental to bid item.

C Construction

Contact the City of Mayville Public works Engineering Department 14 days prior to removing the street lights. Contact Nathan Kempke at (920) 387-7900 Ext. 1205 to coordinate removal and pick-up for reinstallation of decorative street lighting units.

The City of Mayville will repaint and finish the salvaged street lighting units upon their removal. Contractor shall provide the city six weeks to accomplish this task before the street lights are reinstalled.

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

Remove existing and install new concrete bases per the manufacturer specifications and according to the pertinent provisions of standard spec 654.

D Measurement

The department will measure Remove and Reinstall Street Lighting 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.0060.71	Remove and Reinstall Street Light Assembly	EACH

Payment is full compensation for removing, transporting and reinstalling the street light assembly, removing concrete base, installing new concrete bases and all incidental hardware.

63. Pedestal Bases Black, Item SPV.0060.75; Transformer Bases Breakaway 11 ½-Inch Bolt Circle Black, Item SPV.0060.76.

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

Replace standard spec 657.2.2.5, Bases, paragraph (1) with the following:

(1) Furnish cast aluminum alloy pedestal and transformer bases from the department's approved products list and meeting the design criteria specified in standard spec 657.2.2.1.2. Ensure that castings are true to pattern in form and dimensions and free from pouring faults, sponginess, cracks, sharp edges, blow holes, and other defects in positions affecting strength or service life. Furnish all bases with a manufacturer applied black exterior finish. Bases with the black exterior finish applied after purchase from the manufacturer will not be accepted without approval from the engineer.

C Construction

According to the plans and standard spec 657.3.

D Measurement

The department will measure Pedestal Bases Black and Transformer Bases Breakaway 11 1/2-Inch Bolt Circle Black according to the plans and standard spec 657.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.75	Pedestal Bases Black	EACH
SPV.0060.76	Transformer Bases Breakaway 11 1/2-Inch Bolt Circle Black	EACH

Payment for the pedestal bases and transformer bases bid items is full compensation for providing the transformer base, mechanical grounding connector, and related hardware; for leveling shims if required; and for providing a black exterior finish.

64. Poles Type 3 Black, Item SPV.0060.77.**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

Add the following to standard spec 657.2.2.1.1, General:

(8) Furnish all poles with a manufacturer applied black exterior finish. Poles with finish applied after purchase from the manufacturer will not be accepted without approval from the engineer. Pole cap, nut covers and associated materials shall have a matching finish.

C Construction

According to the plans and standard spec 657.3.

D Measurement

The department will measure Poles Type 3 Black according to the plans and standard spec 657.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.77	Poles Type 3 Black	EACH

Payment for the poles bid item is full compensation for providing all materials, including poles, all hardware and fittings necessary to install the pole; and for providing a black exterior finish.

65. Traffic Signal Standards Aluminum 13-FT Black, Item SPV.0060.78; Traffic Signal Standards Aluminum 15-FT Black, Item SPV.0060.79.

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

Add the following to standard spec 657.2.2.4, Traffic Signal Standards:

(3) Furnish all standards with a manufacturer applied black exterior finish. Poles with finish applied after purchase from the manufacturer will not be accepted without approval from the engineer. Pole cap, nut covers and associated materials shall have a matching finish.

C Construction

According to the plans and standard spec 657.3.

D Measurement

The department will measure Traffic Signal Standards Aluminum (length) Black according to the plans and standard spec 657.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.78	Traffic Signal Standards Aluminum 13-FT Black	EACH
SPV.0060.79	Traffic Signal Standards Aluminum 15-FT Black	EACH

Payment for the traffic signal standards bid item is full compensation for providing all materials, including standards, all hardware and fittings necessary to install the standard; and for providing a black exterior finish.

66. Trombone Arms 15-FT Black, Item SPV.0060.80, Trombone Arms 20-FT Black, Item SPV.0060.81.

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

Replace standard spec 657.2.2.2, Trombone Arms, paragraph (3), note 5 with the following:

5. Furnish all trombone arms with a manufacturer applied black exterior finish. Trombone arms with finish applied after purchase from the manufacturer will not be accepted without approval from the engineer. All associated exposed materials shall have a matching finish.

C Construction

According to the plans and standard spec 657.3.

D Measurement

The department will measure Trombone Arms (length) Black according to the plans and standard spec 657.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.80	Trombone Arms 15-FT Black	EACH
SPV.0060.81	Trombone Arms 20-FT Black	EACH

Payment for the trombone arms bid item is full compensation for providing all materials, including trombone arms, all hardware and fittings necessary to attach the trombone arms to the pole; and for providing a black exterior finish.

67. Luminaire Arms Single Member 4-Inch Clamp 6-FT Black, Item SPV.0060.82.

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

Replace standard spec 657.2.2.3, Aluminum Luminaire Arms, paragraph (3) with the following:

(3) Make luminaire arms out of extruded aluminum. Ensure that the arms are clean with a manufacturer applied black exterior finish. Arms with finish applied after purchase from the manufacturer will not be accepted without approval from the engineer. Brackets, fitters and associated materials shall have a matching finish.

C Construction

According to the plans and standard spec 657.3.

D Measurement

The department will measure Luminaire Arms Single Member 4-Inch Clamp 6-FT Black according to the plans and standard spec 657.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.82	Luminaire Arms Single Member 4-Inch Clamp 6-FT Black	EACH

Payment for the luminaire arms bid items is full compensation for providing all materials, including all hardware, fittings, mounting clamps, shims if required, for providing a black exterior finish, and all attachments necessary to completely install the luminaire arm.

68. Luminaire Utility LED C Black, Item SPV.0060.83.**A Description**

This work shall be according to the requirements of standard spec 659, the plans, standard detail drawings, and as hereinafter provided.

B Materials

Add the following to standard spec 659.2, Materials:

- (2) Furnish all luminaires with black colored housing.

C Construction

According to the plans and standard spec 659.3.

D Measurement

The department will measure Luminaires Utility LED C Black according to the plans and standard spec 659.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.83	Luminaires Utility LED C Black	EACH

Payment for the luminaire bid items is full compensation for providing all materials including hardware, for providing a black exterior finish, and all attachments necessary to completely install the luminaire.

69. Pipe Underdrain (6-Inch) with Geotextile Fabric and Aggregate, Item SPV.0090.01.

A Description

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

B Materials

B.1 Pipe

Provide Pipe Underdrain 6-Inch conforming to the pertinent requirements of standard spec 612.2.

B.2 Geotextile Fabric

Provide Geotextile Fabric Type DF Schedule B conforming to the pertinent requirements of standard spec 645.2.1 and 645.2.4.

B.3 Aggregate

Provide coarse aggregate size No. 1 conforming to the pertinent requirements of standard spec 501.2.5.4.

C Construction

Construct the Pipe Underdrain (6-Inch) with Geotextile Fabric and Aggregate as shown on the plans and according to standard specs 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 coarse aggregate size No. 1 as shown on the construction detail.

D Measurement

The department will measure Pipe Underdrain (6-Inch) with Geotextile Fabric and Aggregate by the linear foot, acceptably completed. The department will measure along the centerline of the pipe.

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 (6-Inch) with Geotextile Fabric and Aggregate	LF

Payment is full compensation for providing and placing all materials, including pipe underdrain, geotextile fabric, aggregate, backfill, coring and connecting to drainage structures, filling annular space around cored connection with mortar, fittings, and caps or plugs; for furnishing all excavating, recompact, disposing of surplus material, and restoring the work site. No additional payment will be made for concrete aggregate.

70. Pedestrian Railing, Item SPV.0090.02.

A Description

This special provision describes providing mechanically connected aluminum handrails and railings as shown on the drawings, as specified herein, and as needed for a complete and proper installation.

B Materials

Furnish BMC Spindle Rail by Breuer Metal Craftsmen Inc., Phone: (920) 886-2838, Fax: (920) 885-2822, email; craftsmen@breuermetal.com, or equal.

Aluminum

- Extruded Bar and Shapes: ASTM B 221, alloy 6063-T6
- Extruded Pipe and Tube: ASTM B 429, alloy 6005-T5, T4

Stainless Steel

- Tubing: ASTM A 554, grade as follows: Alloy 304
- Plate: ASTM A 167, grade as follows: Alloy 304

Fasteners for Anchoring Railing to Other Construction:

-Select fasteners of the type, grade, and class required to produce connections that are suitable for anchoring railing to other types of construction indicted and capable of withstanding design loadings.

1. For aluminum railings, provide stainless steel of alloy 316

Cast-in-place and Post-installed anchors:

- Fabricated from corrosion resistant materials with capability to sustain, without failure, the loads determined by local code requirements.

Grout and Anchoring Cement:

- Nonshrink, nonmetallic grout: Premixed, factory packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide 9 grout specifically recommended by manufacture for exterior applications.

Aluminum Finishes:

- -Mill Anodized-Aluminum Association Specification M12-C22-A41, finish non specular as fabricated, chemical finish-medium matte, Architectural Class 1 clear 0.7 mil thick anodic coating.

Submit shop drawings, including:

1. Manufacturer's specification and other data needed to prove compliance with the specified requirements.
2. Fabrication, layout, installation, anchorage, and interface of the work of this section with the work of adjacent trades.
3. Manufacture's recommended installation procedures.

Railing shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Handrails and Top Rails of Guardrail System:
 - a. Uniform Load of 50 lbf/ft. applied in any direction.
 - b. Concentrated load of 200 lbf. applied in any direction.
 - c. Uniform and concentrated loads need to be assumed to act concurrently.
2. Infill Area of Guardrail System:
 - a. Concentrated load of 50 lbf applied horizontally on an area of 1 sq. foot.
 - b. Uniform load of 25 lbf applied horizontally.
 - c. Infill load and other loads need not be assumed to act concurrently.

C Construction

Deliver all materials to job site properly marked. Markings shall correspond to markings indicated on the shop drawings. Pack all aluminum pipe in individual plastic sleeves to protect the finish. Store all members' off the ground using pallets, platforms, or other supports.

Posts:

Use a single, un-spliced pipe for each post. Do not locate anchor bolts less than 6-inches from concrete surface edge. Materials shall be plum, square, level and anchored securely. Bituminous or epoxy paint shall be applied where aluminum is in contact with dissimilar surface.

Rails:

Use a continuous pipe length for top rails wherever possible with each single unspliced length attached to a minimum of three supports. Use a single unspliced length between supports for lower rails. Top horizontal rail should be set 42-inches from centerline to adjacent walking surface.

D Measurement

The department will measure Pedestrian Railing by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Pedestrian Railing	LF

Payment is full compensation for providing, transporting and erecting the railing per manufacturer's recommendation and for providing and placing the anchor bolts. Items not mentioned here but are needed for the proper and complete installation of the railing according to the manufactures recommendation are incidental to the item.

71. Water Main, 12-Inch, Item SPV.0090.31; Water Main, 10-Inch, Item SPV.0090.32; Water Main, 8-Inch, Item SPV.0090.33; Water Main, 6-Inch, Item SPV.0090.34; Water Main, 4-Inch, Item SPV.0090.35.

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 Pressure Class 150 p.s.i. PVC SDR-18 pipe conforming to AWWA C-900 (4" to 12") or AWWA C-905 (14" to 48"), with integral elastomeric bell and spigot joints per section 8.20.0 of the Standard Specifications.

Provide an integral 12-gauge copper tracer wire per section 4.3.14 and Drawing File 24a and 24b of the Standard W&S Specifications. Stranded wire is not acceptable. A grounding rod or anode shall be used to ground the tracer wire at the watermain. A locate station or access box shall be provided at hydrants. Boxes shall be by Valco or equal. Tracer wire connectors shall be DryConn Aqua, direct bury connectors, sized for the thickness of tracer wire being installed.

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.

Water valves are to be operated by the city Water Department staff only and shall be scheduled and conducted during normal operating hours from 6:30 AM to 3:00 PM on Monday through Friday. Required operation of valves outside of these hours will require prior approval and scheduling with the utility.

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. All costs for tracer wire system shall be included in the bid price for Watermain.

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	Watermain, 12-Inch	LF
SPV.0090.32	Watermain, 10-Inch	LF
SPV.0090.33	Watermain, 8-Inch	LF
SPV.0090.34	Watermain, 6-Inch	LF
SPV.0090.35	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; and for disposing of surplus material. All costs of disinfection and testing shall be considered incidental to the unit bid price for Watermain.

72. Water Service Lateral, 1-Inch, Item SPV.0090.36.

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 1-1/4" PE 3408 DR 9 HDPE pipe, per section 8.51.3 Standard Specifications.

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 s5.5.0 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 in place, acceptably completed, 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.0090.36	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-built records; furnishing and installing all material not permanently incorporated in the work; and for disposing of surplus material.

73. Sanitary Sewer, 12-Inch, Item SPV.0090.37; Sanitary Sewer, 8-Inch, Item SPV.0090.38; Sanitary Sewer, 8-Inch, SDR-18, Item SPV.0090.42.

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.

As called out on the plans as sanitary sewer, SDR-18, sanitary sewer shall be PVC-SDR-18 pipe, conforming to AWWA C-900 (watermain equivalent pipe), per section 8.51.2 of the Standard 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.

The contractor shall take all steps necessary to protect and maintain existing and newly installed sanitary manhole structures and their castings or covers during construction. In the event that a structure, casting or cover is hit and displaced the contractor is responsible for removal of debris, cleaning and jetting the sewer line to next downstream manhole, and the repair or replacement of said structure, casting, or cover as deemed necessary by engineer or owner's representative.

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 Wisconsin W&S 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 in place, acceptably completed. 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.0090.37	Sanitary Sewer, 12-Inch	LF
SPV.0090.38	Sanitary Sewer, 8-Inch	LF
SPV.0090.42	Sanitary Sewer, 8-Inch, SDR-18	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; and for disposing of surplus material.

74. Sanitary Sewer Service Lateral, 6-Inch, Item SPV.0090.39.

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 in place, acceptably completed. 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.0090.39	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; and for disposing of surplus material.

75. Sanitary Sewer Forcemain, 6-Inch, Item SPV.0090.40; Sanitary Sewer Forcemain, 4-Inch, Item SPV.0090.41.

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 in place, acceptably completed. 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.0090.40	Sanitary Sewer Forcemain, 6-Inch	LF
SPV.0090.41	Sanitary Sewer Forcemain, 4-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; and for disposing of surplus material.

76. Ductile Iron Watermain, 12-Inch, Item SPV.0090.43; Ductile Iron Watermain, 10-Inch, Item SPV.0090.44; Ductile Iron Watermain, 8-inch, SPV.0090.45.

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.

All joints on ductile iron pipe for this project shall have Fluorocarbon gaskets (FKM) to address passing through areas of petroleum contaminated soils per WDNR Watermain Approval and NR 811.69(5).

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.0090.43	Ductile Iron Watermain, 12-Inch	LF
SPV.0090.44	Ductile Iron Watermain, 10-Inch	LF
SPV.0090.45	Ductile Iron Watermain, 8-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; and for disposing of surplus material. All costs of disinfection and testing shall be considered incidental to the unit bid price for Watermain.

77. Remove Traffic Signal (STH 28 and Clark St), Item SPV.0105.71; Remove Traffic Signal (STH 67 / STH 28 / S. Main St), Item SPV.0105.72.

A Description

This special provision describes Remove Traffic Signal (Location) according to the pertinent provisions of standard spec 204 and as hereinafter provided. Work under this item also includes transporting or disposing of the existing equipment, including removal of existing electrical service as well as required utility coordination, as directed in this special provision. Removal of pull boxes and concrete bases at the above listed intersections shall be paid for separately.

B (Vacant)

C Construction

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

Notify the City of Mayville at least five working days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment. Dispose of the underground cable and internal wiring off the right-of-way.

D Measurement

The department will measure Remove Traffic Signal (Location) as a single lump sum unit of work for each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.71	Remove Traffic Signal (STH 28 and Clark St)	LS
SPV.0105.72	Remove Traffic Signal (STH 67 / STH 28 / S. Main St)	LS

Payment is full compensation for removing and disassembling traffic signals and incidentals necessary to complete the contract work.

78. Furnish and Install Signal Cabinet and Controller (STH 28 & Clark St), Item SPV.0105.73; Furnish and Install Signal Cabinet and Controller (STH 67/STH 28/S. Main St), Item SPV.0105.74.

A Description

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

The traffic signal cabinet shall include an EPAC M50 Series traffic signal controller.

B Materials

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

Provide cabinets designed for TS2 Type 1 operation. Cabinets to be powder coated black finish. Pre-wire cabinets for a minimum of sixteen phases as specified herein.

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

C Construction

C.1 Cabinet

C.1.1 Design

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

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

Construct the cabinet from type 5052-H32 aluminum with a minimum thickness of 0.125 inches. Prime all inside and outside surfaces of the cabinet inside with phosphate treatment and primer. After priming, give all exterior surfaces a minimum of 2 coats of rust resistant powder coated black finish; interior surfaces shall be furnished with rust resistant high gloss white enamel. Continuously weld all seams. The surface shall be smooth, free of marks and scratches. Use stainless steel for all external hardware.

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

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

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

C.1.2 Doors

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

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

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

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

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

C.1.3 Shelves and Mountings

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

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

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

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

C.1.4 Auxiliary Cabinet Equipment

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

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

Provide a 250 watt element heater. Install the heater on the face of the aluminum, louvered air filter cover such that feed air is supplied through the cover. Provide a protective, ventilated cover over the heater. Provide a cord and twist-off plug to an electrical receptacle on the cabinet door. Provide a thermostat with an adjustable setting from 0 to 100 degrees F. Install the thermostat on the interior ceiling of the cabinet well away from the cabinet light or any heat source. Provide a thermal limit switch to prevent the heater's protective cover from exceeding 170 degrees F.

C.2 Terminals and Facilities

C.2.1 Terminal Facility

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

Mount the bottom of the terminal facility a minimum of 9 inches from the bottom of the cabinet. Hinge the terminal facility at the bottom to allow easy access with simple tools to all wiring on the rear of the panel. It shall not be necessary to remove the lower shelf, the shelf drawer, or any shelf-mounted equipment to hinge down the terminal facility. Provide sufficient slack in the load bay wiring to allow for dropping the load bay.

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

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

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

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

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

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

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

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

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

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

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

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

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

C.3 Auxiliary Panels

C.3.1 Vehicle Detection Interface Panel

Provide a 32-position interface panel or two 16-position panels. Each interface panel shall allow for the connection of 32 or 16 independent field loops, respectively. The panels shall have barrier strip type terminals using 8-32 screws and be rated for 20 inch pounds of torque. Provide a ground bus terminal between each loop pair terminal to provide a termination for the loop lead-in cable ground wire. Secure the interface panels to a mounting plate attached to the left interior side wall of the cabinet.

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

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

C.3.2 Intersection Lighting Control Panel

Provide an intersection lighting control panel as described. The intersection lighting control panel shall consist of an aluminum panel 0.125 inches thick and approximately 5 inches by 10 inches. Determine the actual panel size by the cabinet's mounting rail placement. Attach to the panel a 2 pole-30 amp contactor-120vac coil (Square D #8910DPA32V02 or equal), and a heavy duty 6 position terminal block (Marathon DJ1606 or equal). Use wire sizes 10AWG for power and load wiring, and 16AWG for control wires. Wire the terminal strip as follows:

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

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

C.3.3 Conductors and Cabling

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

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

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

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

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

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

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

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

C.3.4 Cabinet Switches

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

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

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

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

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

C.4 Power Panel

C.4.1 Design

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

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

C.4.2 Bus Bar

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

C.4.3 Circuit Breakers

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

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

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

C.4.4 Radio Interference Suppressor

Equip each control cabinet with a single radio interference suppressor (RIS) of sufficient ampere rating to handle the load requirements. Install the RIS at the input power point. The RIS shall minimize interference in both the broadcast and the aircraft frequencies, and shall provide a maximum attenuation of 50 DB over a frequency range from 200 KHZ to 75 MHZ, when used in connection with normal installations. The RIS shall be hermetically sealed in a substantial metal case filled with a suitable insulating compound. The terminals shall be

nickel-plated brass studs of sufficient external length to provide space to connect two #8 AWG wires and shall be so mounted that they cannot be turned in the case. Ungrounded terminals shall be properly insulated from each other, and shall maintain a surface leakage distance of not less than 6.35 mm between any exposed current conductor and any other metallic parts. The terminals shall have an insulation factor of 100-200 megohms dependent upon external conditions. The RIS shall be rated at minimum 50 amperes. Design the RIS for operation on 115 VAC +/- 10%, 60HZ, single-phase circuits, and to meet the standards of UL and Radio Manufacturer's Association.

C.4.5 Bus Relay

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

C.4.6 Surge Protector

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

C.4.7 Power receptacles

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

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

C.4.8 Suppressors and RC Network

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

C.5 Auxiliary Devices

C.5.1 Load Switches

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

Supply all 16 load switches with each cabinet.

C.5.2 Flashers

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

C.5.3 Cabinet Power Supply

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

C.6 Documentation

C.6.1 Shop Drawings

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

C.6.2 Manuals

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

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

C.7 Cabinet Delivery

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

C.8 Warranty

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

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

D Measurement

The department will measure Furnish and Install Signal Cabinet (Location) as a lump sum complete unit of work for each intersection, acceptably completed.

E Payment

Furnish and Install Signal Cabinet and Controller (Location) will be paid for measured quantities at the contract unit price under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.73	Furnish and Install Signal Cabinet and Controller (STH 28 & Clark St)	LS
SPV.0105.74	Furnish and Install Signal Cabinet and Controller (STH 67 / STH 28 / S. Main St)	LS

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

79. Temporary Street Lighting System, Item SPV.0105.75.**A Description**

This special provision describes operating and maintaining a temporary street lighting system during construction at all times prior to the fully functioning operation of the permanent street lighting system. This item also includes furnishing, installing and removing temporary street lighting control centers and electrical services, temporary supports, wood poles, conduit boring, aerial cables, and conductors as needed depending on the contractors elected method.

B Materials

Furnish incidental materials required to maintain operation of a fully functioning temporary street lighting system. Materials may include, but may not be limited to the following items: permanent or temporary control centers, service pedestals, temporary wood poles, aerial cables, conduit special, conductors, and all incidentals not covered under separate bid items.

Control centers shall provide photo-controlled operation, over-current protection and exterior disconnect; all within a lockable NEMA 3R rated enclosure.

Service pedestals shall be according to the requirements in standard spec 656.2.

Furnish additional wood poles, aerial cables, underground conduit and wiring in excess of the quantities as shown on the plans to facilitate construction activities as needed. Furnish these items conforming to the requirements listed in the following standard specs: Wood Poles (661.2.1.1); Electrical Conduit (652.2); Electrical Wiring (655.2); Junction Boxes (661.2.4.3); Equipment Grounding (654.2); Backfill Material (209.2); Electrical Hardware (659.2).

Removals of the existing permanent lighting are included in separate bid items.

C Construction

Temporary lighting shall be constructed such that the lighting remains operational north of the STH 28 and STH 67 intersection, throughout the entirety of the project.

Acceptable methods of maintaining lighting through a temporary system include the following options:

- Install permanent control cabinet in proposed location as shown in the plans. Utilize wood poles and overhead cables to provide power to the existing street lights north of the STH 28 and STH 67 intersection.
- Install permanent control cabinet in proposed location as shown in the plans. Utilize boring methods to bury conduit and provide power to the existing street lights north of the STH 28 and STH 67 intersection.
- Install a temporary control center at a selected location as approved by the engineer, and connect to the existing street lights north of the STH 28 and STH 67 intersection.
- Other engineer approved method not specified above.

Contractor shall submit a working plan for maintaining the lighting north of the STH 28 and STH 67 intersection, 3 weeks prior to beginning construction.

Responsibilities include, but are not limited to, coordination of the following items:

- Utility service modifications.
- Rerouting/disconnecting existing system distribution.
- Installing temporary system distribution.
- Maintaining continuous lighting for the duration of the project.
- Monitoring construction activities and making adjustments to facilitate work.

Supply an off-hours contact(s) for repair purposes. Respond within 2 hours to the project site for knockdowns or other work that must be completed in a timely manner. Provide the name, address, and telephone number(s) of the persons qualified and assigned to maintaining the temporary lighting to the engineer and local police. Ensure the persons are available 24 hours a day, 7 days a week, from the start of the project through completion. Ensure that emergency calls are received by an individual and not by an answering machine. Complete all other maintenance needs within 24 hours of notification. Continuously monitor the existing and temporary lighting systems until construction is complete.

D Measurement

The department will measure Temporary Street Lighting System, as a single lump sum unit of work, acceptably completed.

Measurement of these items includes unspecified quantities of wood poles, aerial cables underground conduit, wiring, lighting control, electrical service, and incidentals installed and/or relocated to facilitate construction activities.

E Payment

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

ITEM UMBER	DESCRIPTION	UNIT
SPV.0105.75	Temporary Street Lighting System	LS

Payment is full compensation for providing, operating, maintaining, and repairing the complete temporary installation. Payment also includes furnishing and installing new or replacement equipment not specifically accounted for under separate bid items; for all utility installation fees through completion of the project.

80. Excavation, Segregation, Hauling, and Disposal of Contaminated Soil, Item SPV.0195.01.

A Description

A.1 General

This special provision describes excavating, segregating, loading, hauling, and disposing of contaminated soil. Contaminated soil shall be disposed of at a WDNR-licensed bioremediation/landfill facility. The closest WDNR-licensed facility is:

Advanced Disposal – Glacier Ridge Landfill
N7296 Highway V, Horicon, WI 53032

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.

Notice to the Contractor – Contaminated Soil Locations

The department and others completed testing for soil contamination within this project where excavation is required. Results indicate that chlorinated-contaminated soil is present at the following locations within the project corridor:

- Site 2 – Station 33+50 to 34+30, from reference line to construction limits left, from 3.5 feet below ground surface to the maximum depth of excavation.
- Site 4 – Station 35+50 to 37+50 from construction limits left to construction limits right, from 5.5 feet below ground surface to the maximum depth of excavation.

Additionally, results indicate that petroleum-contaminated soil is present at the following locations within the project corridor:

- Site 3 – Station 34+30 to 35+00, from reference line to construction limits left, from 3.5 feet below ground surface to the maximum depth of excavation.
- Site 13 – Station 65+00 to east limits of construction on Horicon Street, from reference line to construction limits right on Horicon Street, and reference line to 150 feet south on Main Street, from construction limits left to construction limits right; from 3 feet below ground surface to the maximum depth of excavation.

Additionally, results indicate that lead-contaminated soil is present at the following locations within the project corridor:

- Site 1 – Station 33+50 to 34+30, from reference line to construction limits right, from 2.5 feet below ground surface to the maximum depth of excavation.

Contaminated soil and/or underground storage tanks (USTs) may be encountered at other locations within the construction limits. If contaminated soil and/or USTs are encountered at other locations, terminate excavations in that area and notify the engineer. Contaminated soil at other locations shall be managed by the contractor under this contract and USTs will be removed by others.

Coordination

Coordinate this work with the environmental consultant selected 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

Active groundwater monitoring wells are not expected to be located within the project limits. If active groundwater monitoring wells are encountered during construction, notify the engineer and protect the wells to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. Adjust monitoring wells that need to be maintained and do not conflict with structures or curb and gutter to be flush with the final grade. Coordinate with the environmental consultant the abandonment or adjustment of wells that conflict with the previously mentioned items and wells that are not required to be maintained.

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 concurrence letter is on file at the department. For further information regarding previous investigation and remediation activities at these sites contact:

Name: WisDOT – Brian Taylor, SW Region Environmental Coordinator
Address: 2101 Wright St, Madison, WI 53704
Phone: (608) 245-2630
E-mail: brianf.taylor@dot.wi.gov

A.1 Coordination

Coordinate work under this contract with the environmental consultant retained by the department's BTS-ESS:

Name: GEI Consultants, Inc., Mr. Roger Miller or Mr. Mike DeBraske
Address: 3159 Voyager Drive, Green Bay, WI 54311
Phone: (920) 455-8657 / (920) 455-8655
Fax: (920) 455-8225
E-mail: rmiller@geiconsultants.com, mdebraske@geiconsultants.com

The role of the environmental consultant will be limited to:

1. Determining the locations and limits of chlorinated-, petroleum-, and lead-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 chlorinated-, petroleum-, and lead-contaminated soils to be hauled to the bioremediation/landfill facility;
3. Documenting that activities associated with management of chlorinated-, petroleum-, and lead-contaminated soils are in conformance with the contaminated soil management methods for this project as specified herein; and
4. Obtaining the necessary approvals for treatment and disposal of chlorinated-, petroleum-, and lead-contaminated soil.

The contractor shall 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 contaminated areas specified above to the environmental consultant. Identify the WDNR approved bioremediation and landfill facility that will be used for disposal of contaminated soils. Provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation in the contaminated areas, or at the preconstruction conference, whichever comes first.

The contractor shall coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation in the contaminated areas. Notify the environmental consultant at least three working days prior to commencement of excavation activities in the contaminated areas. Perform excavation work in this area on a continuous basis until excavation work is completed. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

A.2 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

During excavation activities, expect to encounter soil contaminated with chlorinated solvents, petroleum, and lead. 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 petroleum- and lead-contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

Disposal of contaminated soil at the bioremediation/landfill 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.

Violation of the bioremediation/landfill facility's safety policy will result a verbal or written warning explaining this policy and may result in the loss of dumping privileges.

Immediately report all accidents and injuries at the landfill facility to landfill management.

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

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

The environmental consultant will periodically evaluate soil excavated from the contaminated areas. 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 15 cubic yards excavated.

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

- Excavation Common consisting of clean soil and/or clean construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, bituminous pavement, bricks, building stone, and unpainted or untreated wood), which under NR 500.08 are exempt materials, or
- Low-level petroleum- and/or low-level lead-contaminated soil for reuse as fill within the construction limits, or
- Petroleum-contaminated soil for bioremediation at the WDNR-licensed bioremediation/ landfill facility, or
- Chlorinated- and/or lead-contaminated soil for disposal at the WDNR-licensed bioremediation/landfill facility, or
- Potentially contaminated material 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 material 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 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 bioremediation/landfill facility by the contractor or, if characterized as hazardous waste, by others. As an alternative to temporarily stockpiling contaminated material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such material is encountered until such time as characterization is completed.

Directly load and haul soils designated by the environmental consultant for offsite treatment and disposal at the WDNR-licensed 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 treatment and disposal so as not to contain free liquids.

It is likely that dewatering will be required during construction of utilities. If contaminated groundwater is encountered see Article 19 Environmental Protection, Dewatering and Management of Contaminated Groundwater.

D Measurement

The department will measure Excavation, Segregation, Hauling and Disposal of Contaminated Soil in tons of contaminated soil accepted by the bioremediation/landfill facility as documented by weight tickets generated by the bioremediation and landfill facility, 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.0195.01	Excavation, Segregation, Hauling, and Disposal of Contaminated Soil	TON

Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation or direct landfilling of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of soil samples for field evaluation; and for dewatering of soils prior to transport, if necessary.

81. Sanitary Sewer Manhole, 48-Inch, With Casting, Item SPV.0200.31.

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 Nuk, 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 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, With Casting by the vertical foot in place, measured from the invert of the outgoing pipe to the manhole rim at finished grade, 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.0200.31	Sanitary Sewer Manhole, 48-Inch, With Casting	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; and for disposing of surplus material.

**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 3 (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://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-267-3849.

9. Counting DBE Participation

Assessing DBE Work

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

10. Commercially Useful Function

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

11. Credit Evaluation for Trucking

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

12. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

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

a. Manufacturers

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

b. Regular Dealers of Material and/or Supplies

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

c. Brokers, Transaction Expeditors, Packagers, Manufacturers Representatives

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

When DBE suppliers are contracted, additional documentation must accompany the DT1506 and Attachment 'A' forms. An invoice or bill-of-sale that includes the company names of the bidder and the DBE supplier and documentation of the calculations used as the basis for the purchase agreement, subcontract or invoice. *WisDOT recognizes that the amount on the Attachment 'A' form may be more or less than the amount on the invoice.* Please respond to the following questions and submit with your DBE Commitment Form.

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

13. Credit Evaluation for DBE Primes

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

14. Joint Venture

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

15. Mentor Protégé

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

16. DBE Replacement or Termination

Contractual Requirement

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

Contractor Considerations

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

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

The Request to Replace or Terminate a DBE

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

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

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

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

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

Evaluation and Response to the Request

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

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

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

17. DBE Utilization beyond the approved DBE Commitment Form DT1506

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

- a. Send an email to the DBE Engineer at DBE_Alert@dot.wi.gov describing the work to be performed by the new DBE including the proposed schedule or duration, DBE name and contact information. You may also call the DBE Engineer at 414-659-0487 to notify him of the change verbally.
If the scope change added work for a participating DBE; list the date and reason for the scope change.
- b. Forward a complete, signed Attachment 'A' form to the DBE Office at DBE_Alert@dot.wi.gov. A complete Attachment A includes DBE contact information, signature, subcontract value and proper description of the work areas to be performed by the DBE.
The DBE office will confirm the DBE participation and revise the DT1506 based on the email/discussion and attach the new/revised Attachment A to the Contract record/documentation.

18. Contract Modifications

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

19. Payment

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

APPENDIX A

Sample Contractor Solicitation Letter Page 1

This sample is provided as a guide not a requirement

GFW SAMPLE MEMORANDUM

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

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

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

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternatives are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____
 Letting Date: _____
 Project ID: _____

Please check all that apply

- ☐ Yes, we will be quoting on the projects and items listed below
☐ No, we are not interested in quoting on the letting or its items referenced below
☐ Please take our name off your monthly DBE contact list
☐ We have questions about quoting this letting. Please have someone contact me at this number

Prime Contractor's Contact Person

DBE Contractor Contact Person

 Phone: _____
 Fax: _____
 Email: _____

 Phone: _____
 Fax: _____
 Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

APPENDIX B

BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT

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

Primes

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance.
- Participate in speed networking and mosaic exercises as arranged by DBE office.
- Host information sessions not directly associated with a bid letting.
- Participate in a formal mentor protégé or joint venture with a DBE firm.
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods.
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

DBE

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs.
- Participate on advisory and mega-project committees.
- Sign up to receive the DBE Contracting Update.
- Consider membership in relevant industry or contractor organizations.
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities.
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively.
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal.
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract.
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

APPENDIX D

Good Faith Effort Evaluation Guidance

Excerpt from Appendix A of 49 CFR Part 26

APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
 - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
 - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
 - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
 - D.
 - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
 - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a

contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
 - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
 - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Appendix E

Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription.

Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
 - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
 - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
 - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
 - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request.
 - d. Add attachments to sub-quotes.
3. View sub-quote requests & responses:
 - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
 - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.
4. View Record of Subcontractor Outreach Effort:
 - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
 - b. Easily locate pre-qualified and certified small and disadvantaged businesses.
 - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively.
 - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency).

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes.
 - c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
 - c. Add attachments to a sub-quote.
 - d. Add unsolicited work items to sub-quotes that you are responding to.
5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime.
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to www.bidx.com and select “Order Bid Express.” The Small Business Network is a part of the Bid Express Basic Service.
 - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588.

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

Release of Routine Retainage

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

ADDITIONAL SPECIAL PROVISION 6

ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

104.10.1 General

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

- (1) Subsection 104.10 specifies a 2-step process for contractors to follow in submitting a cost reduction incentive (CRI) for modifying the contract in order to reduce direct construction costs computed at contract bid prices. The initial submittal is referred to as a CRI concept and the second submittal is a CRI proposal. The contractor and the department will equally share all savings generated to the contract due to a CRI as specified in 104.10.4.2(1). The department encourages the contractor to submit CRI concepts.

104.10.4.2 Payment for the CRI Work

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

- (1) The department will pay for completed CRI work as specified for progress payments under 109.6. The department will pay for CRI's under the Cost Reduction Incentive administrative item. When all CRI costs are determined, the department will execute a contract change order that does the following:
1. Adjusts the contract time, interim completion dates, or both.
 2. Pays the contractor for the unpaid balance of the CRI work.
 3. Pays the contractor 50 percent of the net savings resulting from the CRI, calculated as follows:

$$NS = CW - CRW - CC - DC$$

Where:

NS = Net Savings

CW = The cost of the work required by the original contract that is revised by the CRI. CW is computed at contract bid prices if applicable.^[1]

CRW = The cost of the revised work, computed at contract bid prices if applicable.^[1]

CC = The contractor's cost of developing the CRI proposal.

DC = The department's cost for investigating, evaluating, and implementing the CRI proposal.

^[1] The department may adjust contract bid prices that, in the engineer's judgement, do not represent the fair value of the work deleted or proposed.

108.11 Liquidated Damages

Replace paragraphs two and three with the following effective with the December 2017 letting:

- (2) This deducted sum is not a penalty but is a fixed, agreed, liquidated damage due the department from the contractor for the added cost of engineering and supervision resulting from the contractor's failure to complete the work within the contract time.
- (3) Unless enhanced in the special provisions, the department will assess the following daily liquidated damages

LIQUIDATED DAMAGES

ORIGINAL CONTRACT AMOUNT		DAILY CHARGE	
FROM MORE THAN	TO AND INCLUDING	CALENDAR DAY	WORKING DAY
\$0	\$250,000	\$850	\$1700
\$250,000	\$500,000	\$815	\$1630
\$500,000	\$1,000,000	\$1250	\$2500
\$1,000,000	\$2,000,000	\$1540	\$3080
\$2,000,000	—	\$2070	\$4140

203.3.2.2 Removal Operations

Replace the entire text with the following effective with the December 2017 letting:

203.3.2.2.1 General

- (1) Except as specified below for closing culverts, remove the entire top slab of box culverts and the entire superstructure of other culverts and bridges designated for removal. Completely remove existing piles, cribs, or other timber construction within the limits of new embankments, or remove these structures to an elevation at least 2 feet below finished ground line. Remove sidewalls or substructure units in water to an elevation no higher than the elevation of the natural stream or lake bed, or, if grading the channel is required under the contract or the plans, to the proposed finished grade of the stream or lake bed. Remove sidewalls or substructure units not in water down to at least 2 feet below natural or finished ground line.
- (2) If extending or incorporating existing culverts and bridges in the new work, remove only those parts of the existing structure as necessary to provide a proper connection to the new work. Saw, chip, or trim the connecting edges to the required lines and grades without weakening or damaging the remaining part of the structure. During concrete removal, do not damage reinforcing bars left in place as dowels or ties incorporated into the new work.
- (3) Remove pipe culverts designated for salvage in a way that prevents damage to the culverts.
- (4) Dismantle steel structures or parts of steel structures designated for salvage in a way that avoids damage to the members. If the contract specifies removing the structure in a way that leaves it in a condition suitable for re-erection, matchmark members with durable white paint before dismantling. Mark pins, bolts, nuts, loose plates, etc., similarly to indicate their proper location. Paint pins, bolts, pinholes, and machined surfaces with a department-approved rust preventative. Securely wire loose parts to adjacent members, or label and pack them in boxes.
- (5) Remove timber structures or parts of timber structures designated for salvage in a way that prevents damage to the members.
- (6) If the engineer approves, the contractor may temporarily use materials designated for salvage in falsework used to construct new work. Do not damage or reduce the value of those materials through temporary use.

203.3.2.2.2 Deck Removal

- (1) Protect the work as specified in 107.14 during deck removal. Minimize debris falling onto water surfaces and wetlands as the contract specifies in 107.18 or in the special provisions. Also, minimize debris falling on the ground and roadway.
- (2) Do not damage existing bar steel reinforcement, girders, or other components that will be incorporated in new work. Remove decks on prestressed concrete girders using a hydraulic shear or other engineer-approved equipment. Thoroughly clean, realign, and retie reinforcement as necessary.
- (3) After deck removal is complete, notify the engineer to request a damage survey. Point out damage to the engineer. Allow one business day for the engineer to complete the damage survey. If damage is identified, the department will determine if repairs or girder restoration will be allowed.
- (4) If the department allows girder restoration, have a professional engineer registered in the State of Wisconsin analyze the effect of the damage to the bridge, make recommendations, and prepare signed and sealed computations and structural details required to restore girders to their previous structural capacity. Submit the restoration proposal, including analysis and structural details, to the department and design engineer of record. The department will accept or reject the restoration proposal within 3 business days. Do not begin restoration work until the department allows in writing.
- (5) The engineer will not extend contract time to assess or remediate contractor caused damage.

203.5.1 General

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

- (2) Payment is full compensation for breaking down and removing; costs associated with contractor-caused damage; required salvaging, storing, and disposing of materials; and, unless the contract specifies granular backfill, for backfilling.

415.2.3 Expansion Joint Filler

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

- (1) Furnish expansion joint filler conforming to AASHTO M153, AASHTO M213, or ASTM D8139 in lengths equal to the pavement lane width and of the thickness and height the plans show. Where dowel bars are required, use filler with factory-punched holes at the dowel bar locations and with a diameter not greater than 1/8 inch larger than the nominal dowel bar diameter.
-

415.3.20 Filling Joints

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

- (2) Clean joints of laitance, curing compound, and other contaminants before filling. Saw construction joints at least 3/4 inches deep before filling. Sawing is not required for tooled joints in curb and gutter. Sandblast or waterblast exposed joint faces using multiple passes as required to clean joint surfaces of material that might prevent bonding. Blow clean and dry with oil-free compressed air immediately before filling.
-

415.5.1 General

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

- (6) Payment for Concrete Pavement Joint Filling is full compensation for filling concrete pavement joints; filling adjacent curb and gutter joints; and for sawing.
-

440.3.4.2 Contractor Testing

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

- (2) Coordinate with the engineer at least 24 hours before making profile runs for acceptance unless the engineer approves otherwise. The department may require testing to accommodate staged construction or if corrective action is required.
-

455.5.3 Tack Coat

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

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

460.2.7 HMA Mixture Design

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

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

TABLE 460-2 MIXTURE REQUIREMENTS

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

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

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

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

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

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

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

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

460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater

Replace paragraph six with the following:

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

502.2.7 Preformed Joint Filler

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

- (1) Use preformed joint filler conforming to AASHTO M153, AASHTO M213, or ASTM D8139.
-

502.3.7.8 Floors

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

- (14) Unless specified otherwise, transversely tine finish the floors of structures with approach pavements designed for speeds of 40 mph or greater as specified in 415.3.8.3, except make the tining 1/8 inch in depth and do not perform tining within 12 inches of gutters. The contractor may apply a broom finish, described below, instead of the artificial turf drag finish required before tining. The contractor may perform tining manually, if it obtains a finish satisfactory to the engineer. Perform tining within 20 degrees of the centerline of bearing of the substructure units on bridge decks having skew angles of 20 degrees or greater.
-

614.2.1 General

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

- (10) Furnish guardrail reflectors from the department's APL.
-

614.3.2.1 Installing Posts

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

- (5) Provide post-mounted reflectors every 100 feet with one at the beginning and end of each run and a minimum of three reflectors per run.
-

614.5 Payment

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

- (4) Payment for the Steel Thrie Beam, Steel Plate Beam Guard, Guardrail Stiffened, MGS Guardrail, Short Radius, and various transition bid items is full compensation for providing guardrail and transitions including post-mounted reflectors; for repairing damaged zinc coatings; and for excavating, backfilling, and disposing of surplus material.
-

641.2.9 Overhead Sign Supports

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

- (3) Provide steel pole shafts, mast arms or trusses, and luminaire arms zinc coated according to ASTM A123. The contractor may provide either straight or tapered pole and arm shafts unless the plans specify otherwise. Provide bolts and other hardware conforming to 641.2.2.
-

642.2.2.1 General

Replace the entire text with the following effective with the December 2017 letting:

- (1) Provide each field office with two rooms, separated by an interior door with a padlock. Ensure that each room has a separate exterior door and its own air conditioner. Locate the office where a quality internet connection can be achieved.
- (2) Provide long distance telephone service via a land line for exclusive department use that has the following:
- Two programmable touch-tone phones, one of which is cordless. Ensure that phone operations will not interfere with other telecommunications equipment.
 - Voice mail service or an answering machine.
- (3) Provide high-speed internet service for exclusive department use via cable or DSL connection with a modem/router and capable of supporting cloud enabled file sharing, voice over internet protocol (VoIP), video conferencing, and web based applications. Ensure that system meets the following:
- Includes a wireless network for the field office.

- Can accommodate IPsec based VPN products.
 - Has a bandwidth range as follows:
 - Field office with 1-5 staff: A minimum connection speed of 5 Mbps download and 1 Mbps upload. If a cable or DSL option is not available the contractor may provide a personal hotspot using cell phone tethering or other device able to achieve the specified minimum speeds inside the field office.
 - Field office with 6 or more staff: A minimum connection speed of 10 Mbps + 1/2 Mbps per user download and 5 Mbps upload.
 - Projects over 500 million dollars: A minimum connection speed of 20 Mbps + 1/2 Mbps per user download and 10 Mbps upload. Coordinate network setup at the leased office with the WisDOT network team.
- (4) Provide and maintain a Windows 7 and Windows 10 compliant multi-function device with copy, print, and scan capabilities that can accommodate both 8 1/2" x 11" and 11" x 17" paper. Replenish paper, toner cartridges, and other supplies before fully expended. Ensure that department staff can connect to the device either directly or through the field office wireless network.
- (5) Equip with a drafting table with a drafter's stool. Except as specified in 642.2.2.4, provide 2 ergonomically correct office chairs in working condition with, at a minimum, the following:
1. Five-legged base with casters.
 2. Seat adjustable from 15 to 22 inches from the floor with a seamless waterfall, rounded, front edge.
 3. High backrest with no arms or adjustable arms.

643.3.1 General

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

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

645.2.2.2 Geotextile, Type SAS (Subgrade Aggregate Separation)

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

- (1) Furnish fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	170 lb
Minimum puncture strength	ASTM D6241	350 lb
Maximum apparent opening size	ASTM D4751	No. 70
Minimum permittivity	ASTM D4491	0.35 s ⁻¹

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.4 Geotextile, Type DF (Drainage Filtration)

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

- (1) Furnish fabric conforming with the physical requirements of either schedule A, schedule B, or schedule C as the contract specifies.

SCHEDULE A TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	110 lb
Minimum puncture strength	ASTM D6241	200 lb
Minimum apparent breaking elongation	ASTM D4632	30%

Maximum apparent opening size	ASTM D4751	300 μm
Minimum permittivity	ASTM D4491	0.70 s^{-1}
SCHEDULE B TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	180 lb
Minimum puncture strength	ASTM D6241	350 lb
Minimum apparent breaking elongation	ASTM D4632	30%
Maximum apparent opening size	ASTM D4751	300 μm
Minimum permittivity	ASTM D4491	1.35 s^{-1}
SCHEDULE C TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	180 lb
Minimum puncture strength	ASTM D6241	350 lb
Minimum apparent breaking elongation	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	600 μm
Minimum permittivity	ASTM D4491	1.00 s^{-1}

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.6 Geotextile, Type R (Riprap)

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

- (1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength	ASTM D4632	205 lb
Minimum puncture strength	ASTM D6241	400 lb
Minimum apparent breaking elongation	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	No. 30
Minimum permittivity	ASTM D4491	0.12 s^{-1}

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.7 Geotextile, Type HR (Heavy Riprap)

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

- (1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Minimum grab tensile strength, lb	ASTM D4632	305 lb
Minimum puncture strength, lb	ASTM D6241	500 lb
Minimum apparent breaking elongation, %	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	No. 30
Minimum permittivity	ASTM D4491	0.40, s^{-1}

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

645.2.2.8 Geotextile, Type C (Modified SAS)

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

- (1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE ^[1]
Grab tensile strength, lb	ASTM D4632	205 lb
Puncture strength, lb	ASTM D6241	350 lb
Maximum apparent opening size	ASTM D4751	No. 50
Minimum permittivity	ASTM D4491	0.12 s^{-1}

^[1] All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

646.3.1.1 General Marking

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

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

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

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

701.3 Contractor Testing

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

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

TABLE 701-2 TESTING STANDARDS

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

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

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

715.2.3.1 Pavements

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

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

715.3.1.1 General

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

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

715.3.1.3 Department Verification Testing

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

- (1) The department will perform verification testing as specified in 701.4.2 with additional testing as required to obtain at least 1 verification test per lot for air content, slump, temperature, and compressive strength.

Errata

Make the following corrections to the standard specifications:

106.3.3.1 General

Correct errata by changing "acceptance" to "approval".

- (1) For manufactured products or assemblies, the department may base approval on a product certification or require both a product certification and production plant certification.

205.3.1 General

Correct errata by replacing paragraphs three and four with the following to reflect current practice to incorporate suitable materials.

- (3) Replace unsuitable material with satisfactory material. Trim and finish the roadway. Maintain the work done under 205 in a finished condition until acceptance.

521.2 Materials

Correct errata by deleting bullet three and including aluminum coated pipe in bullet one.

- (1) Furnish corrugated steel pipe and steel apron end walls as follows:
 - Corrugated steel culvert pipe, steel apron endwalls, aluminum coated corrugated steel culvert pipe, and other components conforming to AASHTO M36.
 - Polymer coated corrugated steel culvert pipe and pipe arch fabricated from zinc coated sheet steel conforming to AASHTO M218. Before fabrication, coat the sheets on both sides with polymer protective coating grade 250/250 according to AASHTO M246. Fabricate the pipe according to AASHTO M245.

614.3.2.2 Installing Rail

Correct errata for splice location and allow punching or drilling holes and slots.

- (1) Install rail with lap splices in the direction of traffic. Ensure that the number and dimensions of holes and bolts conforms to the plan details for new splices. Place the round head of bolts on the traffic side.
- (2) Cut rails to length by shearing or sawing; do not use cutting torches. Drill or punch bolt holes and slots; ensure that they are burr free. After installation, cut anchor bolts that project more than one inch from the nut to 1/2 inch from the nut; deburr the threaded end of cut bolts.

618.1 Description

Correct errata by deleting designated detours from the scope of Maintenance and Repair of Haul Roads.

- (1) This section describes maintaining, repairing, and restoring all public roads, streets, drainage facilities, and other components used for hauling by contractor, subcontractor, or supplier to support work for a department contract to its pre-haul condition. Public roads and streets shall be limited to those not a part of the State Trunk Highway System and from now on called haul roads.

646.3.1.2 Liquid Marking

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

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

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

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to paul.ndon@dot.wi.gov within 5 days of payment receipt to be logged manually.

***Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

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

(2) Ensure that all tiers of subcontractors, including all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.

(4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Non-discrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective August 2015 letting

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc>

Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses*. “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses*. “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

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

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

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

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

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

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

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

Details are available online at:

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

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

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. RESOURCES

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

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

General Decision Number: WI170010 10/06/2017 WI10

Superseded General Decision Number: WI20160010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
2	02/10/2017
3	02/24/2017
4	03/17/2017
5	03/31/2017
6	04/21/2017
7	04/28/2017
8	06/02/2017
9	06/23/2017
10	07/14/2017
11	07/21/2017
12	07/28/2017
13	08/11/2017
14	08/25/2017
15	09/08/2017
16	09/22/2017
17	10/06/2017

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

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BRWI0003-002 06/01/2016

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

Rates          Fringes
BRICKLAYER.....$ 32.22          20.57
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BRWI0004-002 06/01/2016

KENOSHA, RACINE, AND WALWORTH COUNTIES

Rates          Fringes
BRICKLAYER.....$ 36.59          21.49
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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
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BRWI0007-002 06/01/2016

GREEN, LAFAYETTE, AND ROCK COUNTIES

Rates          Fringes
BRICKLAYER.....$ 33.53          20.95
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BRWI0008-002 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates          Fringes
BRICKLAYER.....$ 36.98          20.62
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BRWI0011-002 06/01/2016

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates          Fringes
BRICKLAYER.....$ 32.22          20.57
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BRWI0019-002 06/01/2016

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

Rates          Fringes
BRICKLAYER.....$ 31.98          20.81
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BRWI0034-002 06/01/2015

COLUMBIA AND SAUK COUNTIES

Rates          Fringes
BRICKLAYER.....$ 32.86          17.22
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CARP0087-001 05/01/2016

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys
35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

Rates          Fringes
Carpenter & Piledrivermen.....$ 36.85          18.39
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CARP0252-002 06/01/2016

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ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00

 CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

 CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

 CARP0361-004 05/01/2016

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 34.57	18.16

 CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

 ELEC0014-002 06/01/2017

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 33.01	19.69

 ELEC0014-007 06/05/2017

REMAINING COUNTIES

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

ELEC0127-002 06/01/2017

KENOSHA COUNTY

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

ELEC0158-002 06/05/2017

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

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

ELEC0159-003 06/05/2017

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

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

ELEC0219-004 06/01/2016

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

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

ELEC0242-005 06/04/2017

DOUGLAS COUNTY

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

ELEC0388-002 05/30/2016

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

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

ELEC0430-002 06/01/2017		

RACINE COUNTY (Except Burlington Township)

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

ELEC0494-005 06/01/2017		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

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

ELEC0494-006 06/01/2017		

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

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

ELEC0494-013 06/01/2015		

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

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

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

ELEC0577-003 06/01/2017

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

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

ELEC0890-003 06/01/2017		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,

RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

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

ELEC0953-001 07/01/2015		

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

ENGI0139-005 06/05/2017		

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

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" protection - \$3.00 per hour
 EPA Level "B" protection - \$2.00 per hour
 EPA Level "C" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

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

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

IRON0008-002 06/01/2017

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

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

IRON0008-003 06/01/2017

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

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

IRON0383-001 06/01/2017

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

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

IRON0498-005 06/01/2016

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

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

IRON0512-008 05/01/2017

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

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

IRON0512-021 05/01/2017

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

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

LABO0113-002 06/05/2017		

MILWAUKEE AND WAUKESHA COUNTIES

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

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/05/2017

OZAUKEE AND WASHINGTON COUNTIES

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

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/05/2017

KENOSHA AND RACINE COUNTIES

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

LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

* LABO0140-002 06/05/2017

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

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

LABORER CLASSIFICATIONS

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

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

Laborer

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

* LABO0464-003 06/05/2017

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.99	16.79
Group 2.....	\$ 31.09	16.79
Group 3.....	\$ 31.14	16.79
Group 4.....	\$ 31.34	16.79
Group 5.....	\$ 31.19	16.79
Group 6.....	\$ 27.34	16.79

LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/02/2016

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 06/01/2017

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 33.74	18.95
Spray & Sandblast.....	\$ 34.74	18.95

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,
SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPPEALEAU, AND
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2017

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 30.60	22.80
Brush.....	\$ 30.25	22.80
Spray & Sandblast.....	\$ 31.00	22.80

PAIN0802-002 06/01/2017

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 28.25	17.72

PREMIUM PAY:
 Structural Steel, Spray, Bridges = \$1.00 additional per
 hour.

PAIN0802-003 06/01/2017

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.89	12.05

PAIN0934-001 06/01/2017

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 33.74	18.95
Spray.....	\$ 34.74	18.95
Structural Steel.....	\$ 33.89	18.95

PAIN1011-002 06/01/2017

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 24.86	12.23

PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40

Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEREAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2017

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 27.40	20.48
3 or more Axles; Euclids Dumptor & Articulated, Truck Mechanic.....	\$ 27.55	20.48

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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

March 2017

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.



Proposal Schedule of Items

Page 1 of 19

Proposal ID: 20180109004 Project(s): 3021-02-73, 3021-02-74, 3270-02-71, 3270-02-72

Federal ID(s): WISC 2018038, N/A, WISC 2018036, 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
0002	201.0120 Clearing	130.000 ID	_____.	_____.
0004	201.0220 Grubbing	130.000 ID	_____.	_____.
0006	203.0200 Removing Old Structure (station) 05. 48+67	LS	LUMP SUM	_____.
0008	204.0100 Removing Pavement	28,473.600 SY	_____.	_____.
0010	204.0150 Removing Curb & Gutter	665.000 LF	_____.	_____.
0012	204.0155 Removing Concrete Sidewalk	4,191.000 SY	_____.	_____.
0014	204.0165 Removing Guardrail	1,252.000 LF	_____.	_____.
0016	204.0195 Removing Concrete Bases	15.000 EACH	_____.	_____.
0018	204.0210 Removing Manholes	22.000 EACH	_____.	_____.
0020	204.0215 Removing Catch Basins	34.000 EACH	_____.	_____.
0022	204.0220 Removing Inlets	17.000 EACH	_____.	_____.
0024	204.0245 Removing Storm Sewer (size) 01. 6-Inch	8.000 LF	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 02. 8-Inch	860.000 LF	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 03. 12-Inch	2,150.000 LF	_____.	_____.
0030	204.0245 Removing Storm Sewer (size) 04. 15-Inch	1,450.000 LF	_____.	_____.
0032	204.0245 Removing Storm Sewer (size) 05. 18-Inch	510.000 LF	_____.	_____.



Proposal Schedule of Items

Page 2 of 19

Proposal ID: 20180109004 Project(s): 3021-02-73, 3021-02-74, 3270-02-71, 3270-02-72

Federal ID(s): WISC 2018038, N/A, WISC 2018036, 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
0034	204.0245 Removing Storm Sewer (size) 06. 24-Inch	120.000 LF	_____.	_____.
0036	204.0245 Removing Storm Sewer (size) 07. 48-Inch	130.000 LF	_____.	_____.
0038	204.0291.S Abandoning Sewer	31.000 CY	_____.	_____.
0040	204.9060.S Removing (item description) 72. Existing Lighting Control Cabinet	1.000 EACH	_____.	_____.
0042	204.9090.S Removing (item description) 71. Electrical Conductors From Existing Conduit	560.000 LF	_____.	_____.
0044	204.9105.S Removing (item description) 01. Business Sign Sta 35+21	LS	LUMP SUM	_____.
0046	205.0100 Excavation Common	28,035.000 CY	_____.	_____.
0048	211.0400 Prepare Foundation for Asphaltic Shoulders	2.000 STA	_____.	_____.
0050	213.0100 Finishing Roadway (project) 01. 3021-02-73	1.000 EACH	_____.	_____.
0052	213.0100 Finishing Roadway (project) 02. 3270-02-71	1.000 EACH	_____.	_____.
0054	305.0110 Base Aggregate Dense 3/4-Inch	1,250.740 TON	_____.	_____.
0056	305.0120 Base Aggregate Dense 1 1/4-Inch	11,734.600 TON	_____.	_____.
0058	312.0110 Select Crushed Material	22,170.670 TON	_____.	_____.
0060	405.0100 Coloring Concrete WisDOT Red	162.360 CY	_____.	_____.



Proposal Schedule of Items

Page 3 of 19

Proposal ID: 20180109004 Project(s): 3021-02-73, 3021-02-74, 3270-02-71, 3270-02-72

Federal ID(s): WISC 2018038, N/A, WISC 2018036, 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
0062	415.0080 Concrete Pavement 8-Inch	24,929.400 SY	_____.	_____.
0064	415.0210 Concrete Pavement Gaps	2.000 EACH	_____.	_____.
0066	415.1080 Concrete Pavement HES 8-Inch	261.000 SY	_____.	_____.
0068	415.5110.S Concrete Pavement Joint Layout 01. 3021-02-73	1.000 LS	_____.	_____.
0070	415.5110.S Concrete Pavement Joint Layout 02. 3270-02-71	1.000 LS	_____.	_____.
0072	416.0160 Concrete Driveway 6-Inch	1,155.500 SY	_____.	_____.
0074	416.0180 Concrete Driveway 8-Inch	383.600 SY	_____.	_____.
0076	416.0260 Concrete Driveway HES 6-Inch	80.000 SY	_____.	_____.
0078	416.0280 Concrete Driveway HES 8-Inch	80.000 SY	_____.	_____.
0080	416.0610 Drilled Tie Bars	15.000 EACH	_____.	_____.
0082	416.0620 Drilled Dowel Bars	114.000 EACH	_____.	_____.
0084	440.4410 Incentive IRI Ride	3,758.000 DOL	1.00000	3,758.00
0086	455.0605 Tack Coat	84.990 GAL	_____.	_____.
0088	465.0105 Asphaltic Surface	402.750 TON	_____.	_____.
0090	465.0315 Asphaltic Flumes	15.000 SY	_____.	_____.
0092	520.8000 Concrete Collars for Pipe	11.000 EACH	_____.	_____.



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Proposal ID: 20180109004 Project(s): 3021-02-73, 3021-02-74, 3270-02-71, 3270-02-72

Federal ID(s): WISC 2018038, N/A, WISC 2018036, 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
0094	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	3.000 EACH	_____.	_____.
0096	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	1.000 EACH	_____.	_____.
0098	522.1060 Apron Endwalls for Culvert Pipe Reinforced Concrete 60-Inch	2.000 EACH	_____.	_____.
0100	601.0405 Concrete Curb & Gutter 18-Inch Type A	1,265.000 LF	_____.	_____.
0102	601.0409 Concrete Curb & Gutter 30-Inch Type A	8,473.000 LF	_____.	_____.
0104	601.0411 Concrete Curb & Gutter 30-Inch Type D	540.000 LF	_____.	_____.
0106	601.0600 Concrete Curb Pedestrian	870.000 LF	_____.	_____.
0108	602.0410 Concrete Sidewalk 5-Inch	43,240.000 SF	_____.	_____.
0110	602.0505 Curb Ramp Detectable Warning Field Yellow	612.000 SF	_____.	_____.
0112	602.1500 Concrete Steps	184.000 SF	_____.	_____.
0114	606.0300 Riprap Heavy	13.000 CY	_____.	_____.
0116	608.0360 Storm Sewer Pipe Reinforced Concrete Class III 60-Inch	262.000 LF	_____.	_____.
0118	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	36.000 LF	_____.	_____.
0120	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	1,622.000 LF	_____.	_____.
0122	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	498.000 LF	_____.	_____.



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Proposal ID: 20180109004 Project(s): 3021-02-73, 3021-02-74, 3270-02-71, 3270-02-72

Federal ID(s): WISC 2018038, N/A, WISC 2018036, 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
0124	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	1,864.000 LF	_____.	_____.
0126	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	483.000 LF	_____.	_____.
0128	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	659.000 LF	_____.	_____.
0130	608.2414 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 14x23-Inch	41.000 LF	_____.	_____.
0132	611.0530 Manhole Covers Type J	29.000 EACH	_____.	_____.
0134	611.0603 Inlet Covers Type A-S	2.000 EACH	_____.	_____.
0136	611.0612 Inlet Covers Type C	1.000 EACH	_____.	_____.
0138	611.0624 Inlet Covers Type H	45.000 EACH	_____.	_____.
0140	611.0639 Inlet Covers Type H-S	16.000 EACH	_____.	_____.
0142	611.2004 Manholes 4-FT Diameter	1.000 EACH	_____.	_____.
0144	611.2005 Manholes 5-FT Diameter	2.000 EACH	_____.	_____.
0146	611.2006 Manholes 6-FT Diameter	27.000 EACH	_____.	_____.
0148	611.2008 Manholes 8-FT Diameter	2.000 EACH	_____.	_____.
0150	611.3004 Inlets 4-FT Diameter	1.000 EACH	_____.	_____.
0152	611.3230 Inlets 2x3-FT	62.000 EACH	_____.	_____.



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Proposal ID: 20180109004 Project(s): 3021-02-73, 3021-02-74, 3270-02-71, 3270-02-72

Federal ID(s): WISC 2018038, N/A, WISC 2018036, 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
0154	611.8110 Adjusting Manhole Covers	1.000 EACH	_____.	_____.
0156	611.8115 Adjusting Inlet Covers	1.000 EACH	_____.	_____.
0158	611.9800.S Pipe Grates	6.000 EACH	_____.	_____.
0160	614.0010 Barrier System Grading Shaping Finishing	2.000 EACH	_____.	_____.
0162	614.2300 MGS Guardrail 3	1,233.000 LF	_____.	_____.
0164	614.2610 MGS Guardrail Terminal EAT	4.000 EACH	_____.	_____.
0166	616.0700.S Fence Safety	250.000 LF	_____.	_____.
0168	618.0100 Maintenance And Repair of Haul Roads (project) 01. 3021-02-73	1.000 EACH	_____.	_____.
0170	618.0100 Maintenance And Repair of Haul Roads (project) 02. 3270-02-71	1.000 EACH	_____.	_____.
0172	619.1000 Mobilization	1.000 EACH	_____.	_____.
0174	624.0100 Water	397.000 MGAL	_____.	_____.
0176	625.0100 Topsoil	11,963.190 SY	_____.	_____.
0178	628.1504 Silt Fence	1,700.000 LF	_____.	_____.
0180	628.1520 Silt Fence Maintenance	1,700.000 LF	_____.	_____.
0182	628.1905 Mobilizations Erosion Control	11.000 EACH	_____.	_____.
0184	628.1910 Mobilizations Emergency Erosion Control	6.000 EACH	_____.	_____.



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Proposal ID: 20180109004 Project(s): 3021-02-73, 3021-02-74, 3270-02-71, 3270-02-72

Federal ID(s): WISC 2018038, N/A, WISC 2018036, 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
0186	628.2006 Erosion Mat Urban Class I Type A	11,963.190 SY	_____.	_____.
0188	628.6005 Turbidity Barriers	140.000 SY	_____.	_____.
0190	628.7005 Inlet Protection Type A	62.000 EACH	_____.	_____.
0192	628.7015 Inlet Protection Type C	6.000 EACH	_____.	_____.
0194	628.7020 Inlet Protection Type D	62.000 EACH	_____.	_____.
0196	628.7504 Temporary Ditch Checks	10.000 LF	_____.	_____.
0198	628.7555 Culvert Pipe Checks	1.000 EACH	_____.	_____.
0200	628.7560 Tracking Pads	6.000 EACH	_____.	_____.
0202	628.7570 Rock Bags	70.000 EACH	_____.	_____.
0204	629.0210 Fertilizer Type B	7.540 CWT	_____.	_____.
0206	630.0140 Seeding Mixture No. 40	215.300 LB	_____.	_____.
0208	630.0200 Seeding Temporary	40.000 LB	_____.	_____.
0210	633.5200 Markers Culvert End	5.000 EACH	_____.	_____.
0212	634.0812 Posts Tubular Steel 2x2-Inch X 12-FT	72.000 EACH	_____.	_____.
0214	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	15.000 EACH	_____.	_____.
0216	637.2210 Signs Type II Reflective H	398.400 SF	_____.	_____.
0218	637.2215 Signs Type II Reflective H Folding	57.700 SF	_____.	_____.



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Federal ID(s): WISC 2018038, N/A, WISC 2018036, 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
0220	637.2230 Signs Type II Reflective F	117.750 SF	_____.	_____.
0222	638.2102 Moving Signs Type II	7.000 EACH	_____.	_____.
0224	638.2602 Removing Signs Type II	51.000 EACH	_____.	_____.
0226	638.3000 Removing Small Sign Supports	41.000 EACH	_____.	_____.
0228	638.4000 Moving Small Sign Supports	7.000 EACH	_____.	_____.
0230	642.5401 Field Office Type D	1.000 EACH	_____.	_____.
0232	643.0300 Traffic Control Drums	100.000 DAY	_____.	_____.
0234	643.0410 Traffic Control Barricades Type II	13,384.000 DAY	_____.	_____.
0236	643.0420 Traffic Control Barricades Type III	7,698.000 DAY	_____.	_____.
0238	643.0705 Traffic Control Warning Lights Type A	28,780.000 DAY	_____.	_____.
0240	643.0715 Traffic Control Warning Lights Type C	100.000 DAY	_____.	_____.
0242	643.0900 Traffic Control Signs	38,938.000 DAY	_____.	_____.
0244	643.0920 Traffic Control Covering Signs Type II	20.000 EACH	_____.	_____.
0246	643.1000 Traffic Control Signs Fixed Message	288.000 SF	_____.	_____.
0248	643.1050 Traffic Control Signs PCMS	196.000 DAY	_____.	_____.
0250	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0252	644.1430.S Temporary Pedestrian Surface Plate	760.000 SF	_____.	_____.



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Federal ID(s): WISC 2018038, N/A, WISC 2018036, N/A

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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
0254	644.1616.S Temporary Pedestrian Safety Fence	2,200.000 LF	_____.	_____.
0256	645.0120 Geotextile Type HR	44.000 SY	_____.	_____.
0258	645.0140 Geotextile Type SAS	500.000 SY	_____.	_____.
0260	645.0220 Geogrid Type SR	30,946.000 SY	_____.	_____.
0262	646.1020 Marking Line Epoxy 4-Inch	21,246.000 LF	_____.	_____.
0264	646.3020 Marking Line Epoxy 8-Inch	829.000 LF	_____.	_____.
0266	646.5020 Marking Arrow Epoxy	60.000 EACH	_____.	_____.
0268	646.5120 Marking Word Epoxy	2.000 EACH	_____.	_____.
0270	646.5220 Marking Symbol Epoxy	43.000 EACH	_____.	_____.
0272	646.6120 Marking Stop Line Epoxy 18-Inch	405.000 LF	_____.	_____.
0274	646.7120 Marking Diagonal Epoxy 12-Inch	199.000 LF	_____.	_____.
0276	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	2,819.000 LF	_____.	_____.
0278	646.8120 Marking Curb Epoxy	3,251.000 LF	_____.	_____.
0280	646.9000 Marking Removal Line 4-Inch	100.000 LF	_____.	_____.
0282	646.9300 Marking Removal Special Marking	1.000 EACH	_____.	_____.
0284	649.0150 Temporary Marking Line Removable Tape 4-Inch	1,120.000 LF	_____.	_____.



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Federal ID(s): WISC 2018038, N/A, WISC 2018036, 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
0286	650.4000 Construction Staking Storm Sewer	101.000 EACH	_____.	_____.
0288	650.4500 Construction Staking Subgrade	5,297.000 LF	_____.	_____.
0290	650.5000 Construction Staking Base	5,297.000 LF	_____.	_____.
0292	650.5500 Construction Staking Curb Gutter and Curb & Gutter	540.000 LF	_____.	_____.
0294	650.7000 Construction Staking Concrete Pavement	5,047.000 LF	_____.	_____.
0296	650.8500 Construction Staking Electrical Installations (project) 01. 3021-02-73	LS	LUMP SUM	_____.
0298	650.8500 Construction Staking Electrical Installations (project) 02. 3270-02-71	LS	LUMP SUM	_____.
0300	650.9000 Construction Staking Curb Ramps	61.000 EACH	_____.	_____.
0302	650.9910 Construction Staking Supplemental Control (project) 01. 3021-02-73	LS	LUMP SUM	_____.
0304	650.9910 Construction Staking Supplemental Control (project) 02. 3270-02-71	LS	LUMP SUM	_____.
0306	650.9920 Construction Staking Slope Stakes	5,347.000 LF	_____.	_____.
0308	652.0210 Conduit Rigid Nonmetallic Schedule 40 1-Inch	40.000 LF	_____.	_____.
0310	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	2,494.000 LF	_____.	_____.
0312	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	2,257.000 LF	_____.	_____.



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Proposal ID: 20180109004 Project(s): 3021-02-73, 3021-02-74, 3270-02-71, 3270-02-72

Federal ID(s): WISC 2018038, N/A, WISC 2018036, 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
0314	652.0605 Conduit Special 2-Inch	42.000 LF	_____.	_____.
0316	652.0800 Conduit Loop Detector	1,562.000 LF	_____.	_____.
0318	653.0154 Pull Boxes Non-Conductive 24x36-Inch	10.000 EACH	_____.	_____.
0320	653.0164 Pull Boxes Non-Conductive 24x42-Inch	17.000 EACH	_____.	_____.
0322	653.0905 Removing Pull Boxes	27.000 EACH	_____.	_____.
0324	654.0101 Concrete Bases Type 1	11.000 EACH	_____.	_____.
0326	654.0102 Concrete Bases Type 2	7.000 EACH	_____.	_____.
0328	654.0217 Concrete Control Cabinet Bases Type 9 Special	2.000 EACH	_____.	_____.
0330	654.0230 Concrete Control Cabinet Bases Type L30	1.000 EACH	_____.	_____.
0332	655.0230 Cable Traffic Signal 5-14 AWG	2,318.000 LF	_____.	_____.
0334	655.0240 Cable Traffic Signal 7-14 AWG	716.000 LF	_____.	_____.
0336	655.0260 Cable Traffic Signal 12-14 AWG	2,080.000 LF	_____.	_____.
0338	655.0305 Cable Type UF 2-12 AWG Grounded	1,179.000 LF	_____.	_____.
0340	655.0410 Communication Cable Installed in Conduit	900.000 LF	_____.	_____.
0342	655.0515 Electrical Wire Traffic Signals 10 AWG	2,435.000 LF	_____.	_____.
0344	655.0610 Electrical Wire Lighting 12 AWG	2,160.000 LF	_____.	_____.



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Federal ID(s): WISC 2018038, N/A, WISC 2018036, 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
0346	655.0615 Electrical Wire Lighting 10 AWG	5,387.000 LF	_____.	_____.
0348	655.0620 Electrical Wire Lighting 8 AWG	5,833.000 LF	_____.	_____.
0350	655.0700 Loop Detector Lead In Cable	3,436.000 LF	_____.	_____.
0352	655.0800 Loop Detector Wire	5,214.000 LF	_____.	_____.
0354	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. CB100	LS	LUMP SUM	_____.
0356	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. Clark St	LS	LUMP SUM	_____.
0358	657.0100 Pedestal Bases	8.000 EACH	_____.	_____.
0360	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	4.000 EACH	_____.	_____.
0362	657.0310 Poles Type 3	4.000 EACH	_____.	_____.
0364	657.0420 Traffic Signal Standards Aluminum 13-FT	4.000 EACH	_____.	_____.
0366	657.0430 Traffic Signal Standards Aluminum 10-FT	4.000 EACH	_____.	_____.
0368	657.0585 Trombone Arms 15-FT	3.000 EACH	_____.	_____.
0370	657.0590 Trombone Arms 20-FT	1.000 EACH	_____.	_____.
0372	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	4.000 EACH	_____.	_____.
0374	658.0173 Traffic Signal Face 3S 12-Inch	20.000 EACH	_____.	_____.
0376	658.0174 Traffic Signal Face 4S 12-Inch	3.000 EACH	_____.	_____.



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Proposal ID: 20180109004 Project(s): 3021-02-73, 3021-02-74, 3270-02-71, 3270-02-72

Federal ID(s): WISC 2018038, N/A, WISC 2018036, 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
0378	658.0416 Pedestrian Signal Face 16-Inch	16.000 EACH	_____.	_____.
0380	658.0500 Pedestrian Push Buttons	14.000 EACH	_____.	_____.
0382	658.5069 Signal Mounting Hardware (location) 01. STH 28 & Clark St.	LS	LUMP SUM	_____.
0384	658.5069 Signal Mounting Hardware (location) 02. STH 67 / STH 28 / S. Main St	LS	LUMP SUM	_____.
0386	659.1125 Luminaires Utility LED C	4.000 EACH	_____.	_____.
0388	659.2130 Lighting Control Cabinets 120/240 30-Inch	1.000 EACH	_____.	_____.
0390	690.0150 Sawing Asphalt	1,750.000 LF	_____.	_____.
0392	690.0250 Sawing Concrete	1,535.000 LF	_____.	_____.
0394	715.0415 Incentive Strength Concrete Pavement	7,480.000 DOL	1.00000	7,480.00
0396	999.1500.S Crack and Damage Survey 01. 3021-02-73	LS	LUMP SUM	_____.
0398	999.1500.S Crack and Damage Survey 02. 3270-02-71	LS	LUMP SUM	_____.
0400	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,700.000 HRS	5.00000	8,500.00
0402	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	1,175.000 HRS	5.00000	5,875.00
0404	SPV.0035 Special 31. Granular Backfill - Water and Sanitary	18,380.000 CY	_____.	_____.
0406	SPV.0045 Special 01. Temporary Crosswalk	1,673.000 DAY	_____.	_____.



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Proposal ID: 20180109004 Project(s): 3021-02-73, 3021-02-74, 3270-02-71, 3270-02-72

Federal ID(s): WISC 2018038, N/A, WISC 2018036, 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
0408	SPV.0045 Special 02. Temporary Curb Ramp	2,992.000 DAY	_____.	_____.
0410	SPV.0045 Special 03. Seismograph	148.000 DAY	_____.	_____.
0412	SPV.0060 Special 01. Research & Locate Existing Land Parcel Monuments	52.000 EACH	_____.	_____.
0414	SPV.0060 Special 02. Verify & Replace Existing Land Parcel Monuments	52.000 EACH	_____.	_____.
0416	SPV.0060 Special 21. Inlet Cover Type HC	2.000 EACH	_____.	_____.
0418	SPV.0060 Special 31. Connect to Existing Watermain	16.000 EACH	_____.	_____.
0420	SPV.0060 Special 32. Gate Valve and Box, 12-Inch	9.000 EACH	_____.	_____.
0422	SPV.0060 Special 33. Gate Valve and Box, 10-Inch	6.000 EACH	_____.	_____.
0424	SPV.0060 Special 34. Gate Valve and Box, 8-Inch	2.000 EACH	_____.	_____.
0426	SPV.0060 Special 35. Gate Valve and Box, 4-Inch	1.000 EACH	_____.	_____.
0428	SPV.0060 Special 36. Tee Fitting, 12-Inch X 12-Inch	1.000 EACH	_____.	_____.
0430	SPV.0060 Special 37. Tee Fitting, 12-Inch X 10-Inch	1.000 EACH	_____.	_____.
0432	SPV.0060 Special 38. Tee Fitting, 12-Inch X 8-Inch	4.000 EACH	_____.	_____.
0434	SPV.0060 Special 39. Tee Fitting, 12-Inch X 6-Inch	4.000 EACH	_____.	_____.
0436	SPV.0060 Special 40. Tee Fitting, 10-Inch X 12-Inch	1.000 EACH	_____.	_____.
0438	SPV.0060 Special 41. Tee Fitting, 10-Inch X 6-Inch	3.000 EACH	_____.	_____.



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Proposal ID: 20180109004 Project(s): 3021-02-73, 3021-02-74, 3270-02-71, 3270-02-72

Federal ID(s): WISC 2018038, N/A, WISC 2018036, 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
0440	SPV.0060 Special 42. Tee Fitting, 10-Inch X 4-Inch	1.000 EACH	_____.	_____.
0442	SPV.0060 Special 43. Cross Fitting, 12-Inch X 8-Inch	2.000 EACH	_____.	_____.
0444	SPV.0060 Special 44. Cross Fitting, 10-Inch X 10-Inch	1.000 EACH	_____.	_____.
0446	SPV.0060 Special 45. Reducer Fitting, 10-Inch X 8-Inch	1.000 EACH	_____.	_____.
0448	SPV.0060 Special 46. Reducer Fitting, 10-Inch X 6-Inch	1.000 EACH	_____.	_____.
0450	SPV.0060 Special 47. Reducer Fitting 10-Inch X 4-Inch	1.000 EACH	_____.	_____.
0452	SPV.0060 Special 48. Reducer Fitting, 8-Inch X 6-Inch	1.000 EACH	_____.	_____.
0454	SPV.0060 Special 49. 45° Bend Fitting, 12-Inch	12.000 EACH	_____.	_____.
0456	SPV.0060 Special 50. 45° Bend Fitting, 10-Inch	4.000 EACH	_____.	_____.
0458	SPV.0060 Special 51. 11.25° Bend Fitting, 10-Inch	4.000 EACH	_____.	_____.
0460	SPV.0060 Special 52. 45° Bend Fitting, 8-Inch	4.000 EACH	_____.	_____.
0462	SPV.0060 Special 53. MJ Cap Fitting, 10-Inch	1.000 EACH	_____.	_____.
0464	SPV.0060 Special 54. Corporation Stop, 1-Inch	44.000 EACH	_____.	_____.
0466	SPV.0060 Special 55. Curb Stop and Box, 1-Inch Service	44.000 EACH	_____.	_____.
0468	SPV.0060 Special 56. Connect to Existing Water Service	44.000 EACH	_____.	_____.



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Federal ID(s): WISC 2018038, N/A, WISC 2018036, 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	SPV.0060 Special 57. Hydrant	8.000 EACH	_____.	_____.
0472	SPV.0060 Special 58. Remove Existing Hydrant	6.000 EACH	_____.	_____.
0474	SPV.0060 Special 59. Remove or Abandon Existing Sanitary Manhole	11.000 EACH	_____.	_____.
0476	SPV.0060 Special 60. Connect to Existing Sanitary Sewer	13.000 EACH	_____.	_____.
0478	SPV.0060 Special 61. Connect to Existing Sanitary Sewer Service	41.000 EACH	_____.	_____.
0480	SPV.0060 Special 62. Sanitary Sewer Wye, 8-Inch X 6-Inch	41.000 EACH	_____.	_____.
0482	SPV.0060 Special 63. Storm Sewer Pipe, Bend 22.5 Degree	1.000 EACH	_____.	_____.
0484	SPV.0060 Special 64. Storm Sewer Pipe, Bend 19 Degree	1.000 EACH	_____.	_____.
0486	SPV.0060 Special 65. Storm Sewer Pipe, Bend 11 Degree	1.000 EACH	_____.	_____.
0488	SPV.0060 Special 71. Remove and Reinstall Street Light Assembly	9.000 EACH	_____.	_____.
0490	SPV.0060 Special 75. Pedestal Bases Black	3.000 EACH	_____.	_____.
0492	SPV.0060 Special 76. Transformer Bases Breakaway 11 1/2-Inch Bolt Circle Black	3.000 EACH	_____.	_____.
0494	SPV.0060 Special 77. Poles Type 3 Black	3.000 EACH	_____.	_____.
0496	SPV.0060 Special 78. Traffic Signal Standards Aluminum 13-FT Black	2.000 EACH	_____.	_____.



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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0498	SPV.0060 Special 79. Traffic Signals Standards Aluminum 15-FT Black	1.000 EACH	_____.	_____.
0500	SPV.0060 Special 80. Trombone Arms 15-FT Black	1.000 EACH	_____.	_____.
0502	SPV.0060 Special 81. Trombone Arms 20-FT Black	2.000 EACH	_____.	_____.
0504	SPV.0060 Special 82. Luminaire Arms Single Member 4-Inch Clamp 6-FT Black	3.000 EACH	_____.	_____.
0506	SPV.0060 Special 83. Luminaires Utility LED C Black	3.000 EACH	_____.	_____.
0508	SPV.0090 Special 01. Pipe Underdrain 6-Inch with Geotextile Fabric and Aggregate	2,307.000 LF	_____.	_____.
0510	SPV.0090 Special 02. Pedestrian Railing	65.000 LF	_____.	_____.
0512	SPV.0090 Special 31. Watermain, 12-Inch	3,016.000 LF	_____.	_____.
0514	SPV.0090 Special 32. Watermain, 10-Inch	1,418.000 LF	_____.	_____.
0516	SPV.0090 Special 33. Watermain, 8-Inch	165.000 LF	_____.	_____.
0518	SPV.0090 Special 34. Watermain, 6-Inch	94.500 LF	_____.	_____.
0520	SPV.0090 Special 35. Watermain, 4-Inch	34.000 LF	_____.	_____.
0522	SPV.0090 Special 36. Water Service Lateral, 1-Inch	1,394.000 LF	_____.	_____.
0524	SPV.0090 Special 37. Sanitary Sewer, 12-Inch	15.000 LF	_____.	_____.
0526	SPV.0090 Special 38. Sanitary Sewer, 8-Inch	3,190.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20180109004 Project(s): 3021-02-73, 3021-02-74, 3270-02-71, 3270-02-72

Federal ID(s): WISC 2018038, N/A, WISC 2018036, 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
0528	SPV.0090 Special 39. Sanitary Sewer Service Lateral, 6-Inch	1,380.000 LF	_____.	_____.
0530	SPV.0090 Special 40. Sanitary Sewer Forcemain, 6-Inch	6.000 LF	_____.	_____.
0532	SPV.0090 Special 41. Sanitary Sewer Forcemain, 4-Inch	12.000 LF	_____.	_____.
0534	SPV.0090 Special 42. Sanitary Sewer, 8-Inch, SDR-18	513.000 LF	_____.	_____.
0536	SPV.0090 Special 43. Ductile Iron Watermain, 12-Inch	176.000 LF	_____.	_____.
0538	SPV.0090 Special 44. Ductile Iron Watermain, 10-Inch	175.000 LF	_____.	_____.
0540	SPV.0090 Special 45. Ductile Iron Watermain, 8-Inch	6.000 LF	_____.	_____.
0542	SPV.0105 Special 71. Remove Traffic Signal (STH 28 and Clark St.)	LS	LUMP SUM	_____.
0544	SPV.0105 Special 72. Remove Traffic Signal (STH 67/STH 28/S. Main St.)	LS	LUMP SUM	_____.
0546	SPV.0105 Special 73. Furnish and Install Signal Cabinet and Controller (STH 28 & Clark St)	LS	LUMP SUM	_____.
0548	SPV.0105 Special 74. Furnish and Install Signal Cabinet and Controller (STH 67/STH 28/S. Main St)	LS	LUMP SUM	_____.
0550	SPV.0105 Special 75. Temporary Street Lighting System	LS	LUMP SUM	_____.
0552	SPV.0195 Special 01. Excavation Segregation Hauling & Disposal Of Contaminated Soil	3,841.000 TON	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20180109004 Project(s): 3021-02-73, 3021-02-74, 3270-02-71, 3270-02-72

Federal ID(s): WISC 2018038, N/A, WISC 2018036, 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
0554	SPV.0200	100.900		
	Special 31. Sanitary Sewer Manhole 48- Inch	VF	_____.	_____.
	Section: 0001		Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE