HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation
DT1502 01/2020 s.66.0901(7) Wis. Stats

Proposal Number: 025

COUNTY	STATE PROJECT	FEDERAL	PROJECT DESCRIPTION	HIGHWAY
Washburn	1560-00-70	WISC 2022043	Spooner - Hayward; Greenwood Ave To Poplar Street	USH 063
Washburn	1560-00-80	N/A	Spooner - Hayward; Greenwood Ave To Poplar Street	USH 063

ADDENDUM REQUIRED

ATTACHED AT BACK

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

Proposal Guaranty Required: $100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: November 9, 2021 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code SAMPLE NOT FOR BIDDING PURPOSES
Contract Completion Time November 18, 2022	
Assigned Disadvantaged Business Enterprise Goal 2%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

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

Notary Seal

Type of Work: For Department Use Only

Excavation, Base, Concrete Pavement, HMA Pavement, Curb and Gutter, Sidewalk, Signs, Pavement Marking, Retaining Wall, Culvert Replacement, Storm Sewer, Street Lights, Traffic Signals, Water and Sewer Lines

Notice of Award Dated	Date Guaranty Returned

PLEASE ATTACH
PROPOSAL GUARANTY HERE

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

(1) Obtain bidding proposals as specified in section 102 of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:

1. Electronic bid on the internet.
2. Electronic bid on a printout with accompanying diskette or CD ROM.
3. Paper bid under a waiver of the electronic submittal requirements.

(2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.

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

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

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

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

(5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.

(6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:
https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the departments web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4th floor, 4822 Madison Yards Way, Madison, WI, during regular business hours.

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

B Submitting Electronic Bids

B.1 On the Internet

(1) Do the following before submitting the bid:

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

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

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

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

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

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

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

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

1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.

3. The diskette or CD ROM is not submitted at the time and place the department designates.

C Waiver of Electronic Submittal

(1) The bidder may request a waiver of the electronic submittal requirements. Submit a written request for a waiver in lieu of bids submitted on the internet or on a printout with accompanying diskette or CD ROM. Use the waiver that was included with the paper bid document sent to the bidder or type up a waiver on the bidder's letterhead. The department will waive the electronic submittal requirements for a bidding entity (individual, partnership, joint venture, corporation, or limited liability company) for up to 4 individual proposals in a calendar year. The department may allow additional waivers for equipment malfunctions.

(2) Submit a schedule of items on paper conforming to section 102 of the standard specifications. The department charges the bidder a $75 administrative fee per proposal, payable at the time and place the department designates for receiving bids, to cover the costs of data entry. The department will accept a check or money order payable to: "Wisconsin, Dept. of Transportation."

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

1. The bidder fails to provide the written request for waiver of the electronic submittal requirements.
2. The bidder fails to pay the $75 administrative fee before the time the department designates for the opening of bids unless the bidder requests on the waiver that they be billed for the $75.
3. The bidder exceeds 4 waivers of electronic submittal requirements within a calendar year.

(4) In addition to the reasons specified in section 102 of the standard specifications, the department may refuse to issue bidding proposals for future contracts to a bidding entity that owes the department administrative fees for a waiver of electronic submittal requirements.

PROPOSAL BID BOND

Wisconsin Department of Transportation

DT1303 1/2006

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

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

(Signature of Attorney-in-Fact)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

Wisconsin Department of Transportation

DT1305 8/2003

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

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

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

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

(Signature of Authorized Contractor Representative) (Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	Estimated Value

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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STSP'S Revised July 8, 2021

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1560-00-70 and 1560-00-80, Spooner-Hayward, Greenwood Avenue to Poplar Street, USH 63, Washburn 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, 2022 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 (20210708)

2. Scope of Work.

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

104-005 (20090901)

3. Prosecution and Progress.

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

Provide the time frame for construction of the project within the 2022 construction season to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the beginning of the approved time frame.

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

The Notice to Proceed will be issued such that work shall start no later than April 11, 2022, unless otherwise approved by the engineer.

Interim Completion - Stage 1 and Detour

Notify the engineer in writing 14 calendar days in advance of closing the roadway to vehicle traffic. Complete Stage 1 work by May 23, 2022.

If the contractor fails to complete the work necessary to reopen the roadway to traffic by May 23, 2022, the department will assess the contractor $10,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on May 24, 2022. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

Northern Long-eared Bat *(Myotis septentrionalis)*

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

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

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

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

4. Traffic.

Construct the project in 5 stages. Details of each stage are listed below.

Install temporary pedestrian accommodations prior to any major work. Certain construction activities (i.e. storm sewer, water main, sanitary sewer construction) will require a temporary one lane operation utilizing flaggers. Any flagging operations that reduce the traffic down to one lane shall be approved by the engineer prior to use.

Provide and maintain access to businesses and residences at all times. Construct multiple entrances onto USH 63 on an open/close alternating basis. Construct properties with single entrances onto USH 63 one half at a time or provide a temporary base aggregate dense entrance constructed next to the existing entrance. Properties with alternate/additional access from a side street or alley shall use the alternate side street access while the entrances onto USH 63 are constructed.

Provide USH 63 vehicular and pedestrian cross traffic access at a minimum of one side street within each Stage 2, 3 and 4.

Detailed staging information is as follows:

Stage 1

Install the detour route signing and close the USH 63/STH 70 intersection to traffic. Re-route USH 63 pedestrians around the work zone using temporary accommodations and the existing alleys. Close vehicular traffic access to the Linn Street intersection.

Complete the storm sewer, sanitary and watermain work at the USH 63/STH 70 intersection. Complete work (from the face of curb to face of curb) to final pavement grades within the work zone and install the temporary traffic signals.

Stage 1A:

Activate the temporary traffic signals. Open the east/west leg of STH 70 to vehicular traffic. Remove the USH 63/STH 70 detour and install the USH 63 truck detour signing. The truck detour remains in effect for the remainder of the project. The north leg of the USH 63/STH 70 intersection remains closed for the duration of Stage 1,2,3 and 4.

Continue work on behind the curb items.

Stage 2:

Reverse the Walnut Street parking stall lines and traffic flow as shown in the Stage 2 detail.

Close USH 63 between STH 70 to and including Walnut Street. Complete work (from the face of curb to face of curb) to final pavement grades within the work zone. Continue behind the curb work items in Stage 1A.

Stage 2A:

Open USH 63 local traffic to the center 24’ for northbound and southbound movements between Vine Street and Oak Street. Close the outside 12’ as noted in Stage 2A and continue work on behind the curb items. Open all intersections to cross traffic and Use flagging operations for temporary work at the intersections as needed. Alley access to USH 63 in this stage remains closed. Fully complete work at the Walnut Street intersection and return the parking stall direction and traffic flow to normal before opening the Walnut Street intersection to traffic. Do not continue onto Stage 3 until Stage 1 is completed.

Stage 3:

Close USH 63 between Walnut Street and Hazel Street. Complete work (from the face of curb to face of curb) to final pavement grades within the work zone. Continue behind the curb work items in Stage 2A.

Stage 3A:

Open USH 63 local traffic to the center 24’ for northbound and southbound movements from Vine Street to Hazel Street. Close the outside 12’ as noted in Stage 3A and continue work on behind the curb items. Open all intersections to cross traffic and use flagging operations for temporary work at the intersections as needed. Alley access to USH 63 in this stage remains closed. Do not continue onto Stage 4 until Stage 2 is completed.

Stage 4:

Close USH 63 from Hazel Street to the north project limits. Complete work (from the face of curb to face of curb) to final pavement grades within the work zone. Continue behind the curb work of stage and 3A.

Stage 4A:

Open USH 63 local traffic to the center 24’ for northbound and southbound movements from Vine Street to the north project limits. Close the outside 12’ as noted in Stage 4A and continue work on behind the curb items. Open all intersections to cross traffic and use flagging operations for temporary work at the intersections as needed. Alley access to USH 63 in this stage remains closed.

Stage 5:

Complete the mill and overlay work and final pavement marking operations.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

5. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 63 or STH 70 traffic during the following holiday and special event periods:

- From noon Friday, May 27, 2022 to 6:00 AM Tuesday, May 31, 2022 for Memorial Day;
- From noon Friday, July 1, 2022 to 6:00 AM Tuesday July 5, 2022 for Independence Day;
- From noon Thursday July 7, 2022 to 6:00 AM Sunday July 10, 2022 for Spooner Rodeo;
- From noon Friday, September 2, 2022 to 6:00 AM Tuesday, September 6, 2022 for Labor Day.

stp-107-005 (20210113)

6. Utilities.

Projects 1560-00-70, 1560-00-80

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

stp-107-065 (20080501)

Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities for the underground facilities in the area, as required per state statues. Use caution to maintain the integrity of utilities.

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

Additional detailed information regarding the location of utility facilities is available at the region WisDOT office during normal working hours.

CenturyLink (Communication)

CenturyLink has buried fiber optic and copper lines as well as overhead copper and fiber optic lines within the project limits.

CenturyLink has a buried fiber optic and copper duct package on the west side of USH 63 from beyond the south limits of the project to a manhole at Linn Street and then to a manhole at the USH 63/STH 70 intersection near Station 1262+75. Fiber optic is also located on the south side of Linn Street beginning at a pedestal near Station 1258+60 LT and extending west beyond the project limits. The duct package is encased in PVC. The duct package at the MH near Station 1262+75 then turns east along STH 70 and beyond the project limits and is encased in concrete.

CenturyLink also has a buried fiber optic and copper duct package at the midblock alley between Oak Street and Walnut Street that crosses USH 63 at approximately Station 1276+00 encased in PVC.

CenturyLink has a buried copper duct package at the NW corner of the Poplar Street intersection beginning at the manhole near Station 1305+15 LT and extending west beyond the project limits encased in PVC. A buried copper line begins at the manhole near Station 1305+15 LT and extends to the pedestal. Another buried copper line begins at this manhole and extends east crossing USH 63 near Station 1305+40 and continues east beyond the project limits along the north side of Poplar Street.

CenturyLink has overhead copper lines on Spooner Electric power poles crossing USH 63 at:

- The midblock alley between STH 70 and Vine Street near Station 1264+35.
- The midblock alley between Ash Street and Oak Street near Station 1272+10.
- The midblock alley between Elm Street and Pine Street near Station 1283+65.
- The midblock alley between Pine Street and Cedar Street near Station 1287+50.
- The midblock alley between Cedar Street and Hazel Street near Station 1291+40.
- The midblock alley between Hazel Street and Spruce Street near Station 1295+25.

- The midblock alley between Spruce Street and Balsam Street near Station 1299+10.
- The midblock alley between Balsam Street and Poplar Street near Station 1302+90.

CenturyLink has overhead fiber optic lines on Spooner Electric power poles crossing USH 63 at:

- The midblock alley between Walnut Street and Elm Street near Station 1279+90.

CenturyLink have buried fiber optic and copper lines in the midblock alley between Cedar Street and Hazel Street crossing USH 63 near Station 1291+45. The fiber optic is buried approximately 5' deep and the copper line is buried approximately 3' deep.

CenturyLink have a buried copper line on the north side of the west leg of Poplar Street. This buried copper line crosses USH 63 near Station 1305+45 and connects to the manhole duck package near Station 1305+15 on the NW corner of Poplar Street.

CenturyLink will relocate their pedestal near Station 1258+60 LT during construction prior to the start of removals at Linn Street. CenturyLink will adjust their new pedestal to finished grade during final grading. Provide advance notice prior to removals at Linn Street and another advance notice prior to final grading near Station 1258+60 LT.

CenturyLink will have a watchdog on-site when the contractor is excavating below subgrade within 5 feet of their fiber optic and copper duct packages near the following locations: Station 1258+40 LT, Station 1259+00 LT, 1262+10 LT, 1262+75 LT/RT, Station 1276+00 RT, Station 1291+45, Station 1305+15 LT and 1305+40 RT. CenturyLink will protect and hold their duct packages at these locations after the duct packages have been exposed by the contractor. Provide advance notice when excavating below subgrade within 5 feet of CenturyLink's duct packages.

CenturyLink will adjust their manholes to finished grade located near Station 1258+70 LT, Station 1262+70 LT and Station 1305+15 LT. Provide advance notice after the placement of the base course but prior to paving.

CenturyLink will require approximately 1 working day to protect and hold the duck package per location and 1 working day to adjust each manhole. CenturyLink will require 5 working days per location to relocate or move any fiber optic facility.

Charter Communications (Communication)

Charter Communications has aerial fiber optic and coax cable on Spooner Utilities electric poles crossing USH 63 at the following locations:

- The midblock alley between STH 70 and Vine Street at Station 1264+40.
- The midblock alley between Vine Street and Ash Street at Station 1268+40.
- The midblock alley between Oak Street and Walnut Street at Station 1275+90.

Charter Communications has aerial coax cables on Spooner Utilities electric poles crossing USH 63 at the following locations:

- The midblock alley between Walnut Street and Elm Street at Station 1280+00
- The midblock alley between Elm Street and Pine Street at Station 1283+65
- The midblock alley between Pine Street and Cedar Street at Station 1287+50
- The midblock alley between Hazel Street and Spruce Street at Station 1295+25
- The midblock alley between Spruce Street and Balsam Street at Station 1299+10
- The midblock alley between Balsam Street and Poplar Street at Station 1303+00
- On the right side of USH 63 from the above midblock at Station 1303+00 to beyond the northern limits of the project.

Charter Communications relocated its aerial facilities on Spooner Electric utility poles at the following locations in July 2021:

- Aerial lines on Spooner Electric power poles located at Station 1303+85 RT and 1305+28 RT.

No other conflicts anticipated.

City of Spooner (Electric)

The City of Spooner has overhead electric facilities throughout the project limits. The following relocations were completed in June 2021.

- The power pole located at Station 1303+84 RT was moved to the east approximately 8'.
- The power pole located at the NE corner of Poplar Street at Station 1305+28 RT was moved to the northeast approximately 20'.

The City of Spooner Electric will remove the metal guy wire located at the southwest corner of Linn Street and hold the power pole. The City of Spooner Electric will then re-install the metal guy wire after the contractor has completed work to grade.

No other conflicts are anticipated.

Provide advanced notice to the City of Spooner for any power poles requiring a hold during construction.

City of Spooner (Sanitary)

The City of Spooner has underground sanitary sewer facilities throughout the project limits that will be reconstructed or adjusted by the contractor according to the plans and additional articles in these special provisions under Project 1550-00-80.

City of Spooner (Water)

The City of Spooner has underground water facilities throughout the project limits that will be reconstructed or adjusted by the contractor according to the plans and additional articles in these special provisions under Project 1550-00-80.

Mosaic Telecom (Communications)

Mosaic Telecom has underground fiber optic crossing USH 63 at the midblock alley between Ash Street and Oak Street near Station 1272+15. The fiber optic is in a duct package alongside a back-up duct package. The duct is approximately 60-inches deep.

Mosaic Telecom will have a watchdog on-site when the contractor is excavating below subgrade within five feet of their fiber optic duct package near Station 1272+15. After this duct package has been exposed by the contractor, Mosaic Telecom will cut their fiber optic lines. After the storm sewer has been installed, but prior to the trench being backfilled, Mosaic will re-splice their fiber optic lines.

Provide advance notice of when the subgrade will be exposed near Station 1272+15, and the site will be available to Mosaic Telecom.

Mosaic Telecom will require one working day to cut their fiber optic line and another 1 working day to resplice the fiber optic line.

We Energies (Gas)

We Energies has underground 4-inch gas mains on the left side of USH 63 from the southern project limits to the USH 63/STH 70 intersection at Station 1262+00.

We Energies has 2-inch gas mains on the left side of USH 63 from Station 1262+00 to the midblock alley between Oak Street and Walnut Street at Station 1276+00.

We Energies has 2-inch gas mains on the left side of USH 63 from the midblock alley between Walnut Street and Oak Street near Station 1279+75 to Poplar Street at Station 1305+50.

We Energies has 2-inch gas mains on the right side of USH 63 from Station 1285+00 near Pine Street to beyond the northern limits of the project.

We Energies has multiple gas service laterals along USH 63 throughout the project.

The following work is anticipated to be completed by We Energies prior to construction (all stationing is approximate):

- We Energies plans to replace the existing 1 ¼" PE and 4" PE gas main with new 2" PE along USH 63 from approximately Station 1261+50 to approximately Station 1272+75. This new 2" PE line will be relocated to the West, closer to the right-of-way line. The existing gas facilities will be discontinued in place.
- The existing 3" PE main that crosses USH-63 at approximately Station 1262+25 will be discontinued in place.
- The existing 1 ¼" PE gas main along USH-63 from approximately Station 1272+75 to approximately Station 1276+00 will be discontinued in place.
- The existing gas main that crosses WI-70 at approximately Station 8+80 will be discontinued in place.
- The existing 1 ¼" PE gas main that crosses USH-63 at approximately Station 1276+00 will remain in place.
- The existing 1 ¼" PE gas main along USH-63 from approximately Station 1279+90 to approximately Station 1285+25 will be replaced with 2" PE. The new 2" PE will be relocated further West, closer to the right-of-way line.
- The existing 1 ¼" PE gas main along the West side of USH-63 from approximately Station 1285+25 to approximately Station 1291+00 will be discontinued in place.
- The existing 1 ¼" PE gas main along the West side of USH-63 from approximately Station 1291+00 to approximately Station 1305+25 will be replaced with new 2" PE. The new 2" PE will be relocated further West, closer to the right-of-way line. This new 2" PE gas main will also cross USH-63 at approximately Station 1304+60 and will continue along Poplar St to tie into the existing 1 1/4" PE gas main approx. 145' East of the USH-63 Centerline.
- The existing 2" PE and 3" PE gas main from approximately Station 1305+25 to approximately Station 1308+25 will be replaced with new 2" PE. The new 2" PE will be relocated to the West side of USH 63 and will cross USH 63 at approximately Station 1308+25 to tie into the existing 2" PE main that is located on the East side of the road.
- The existing 3" PE gas main that crosses USH 63 at approximately Station 1305+50 will be discontinued in place.
- The existing 1 ¼" PE gas main that crosses Poplar St at approximately Station 120+25 will be discontinued in place.
- The existing 1 ¼" PE gas main along the East side of USH 63 from approximately Station 1285+40 to approximately Station 1304+60 will be replaced with new 2" PE. The new 2" PE gas main will be relocated further East, closer to the right-of-way line.
- The existing 1 ¼" PE gas main along the East side of USH 63 from approximately Station 1284+60 to approximately Station 1285+40 will be discontinued in place.
- The existing 1 ¼" PE gas main along Oak St. will be discontinued in place from approximately Station 40+50 to approximately Station 41+25.

It is imperative that the highway contractor contact We Energies before removing any gas facilities to verify that they have been discontinued and carry no natural gas. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies.

Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification. We Energies Gas Dispatch, 1 (800) 261-5325.

The relocation work is planned prior to construction and will begin in the summer of 2021 and is estimated to take approximately 60 working days to complete.

7. Wisconsin Department of Administration Community Development Block Grant for Public Facilities Requirements for Construction of Municipal Components

Construction of City of Spooner Municipal components under this contract shall comply with the requirements of the Wisconsin Department of Administration (WDOA) Community Development Block Grant for Public Facilities (CDBG-PF) as outlined in Appendix A (Wage Rates), Appendix B (Special Contract Requirements), and Appendix C (Project Signs). Proof of compliance shall be provided to City of

Spooner personnel and are a requirement of acceptance of the Municipal sewer, water, and street lighting construction. These appendices must be attached to any subcontract, and all subcontractors are required to comply therewith. Wage Rates shall be updated the Friday before letting.

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

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-01). A certificate of permit coverage is available from the regional office by contacting Beth Cunningham, P.E., WisDOT NW Region – Eau Claire, at (715) 635-4973. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

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

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

stp-105-001 (20140630)

10. Notice to Contractor – Traffic Signal Equipment Lead Time.

Lead time for traffic signal equipment for projects has been ranging from 12 weeks to 18 weeks.

11. 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 PM until the following 7 AM, unless prior written approval is obtained from the engineer.

stp-107-001 (20060512)

12. Traffic Signals, General.

The Northwest Region electrical unit will furnish the traffic signal controller, the traffic signal cabinet and all items internal to it, all equipment for Emergency Vehicle Preemption systems, and fiber optic cable 6-count. The Northwest electrical unit will install the cabinet and complete all connections inside. The contractor will install the Northwest Region supplied EVP items external to the cabinet, and the fiber optic cable.

Transport Northwest Region furnished materials from the Northwest Region – Eau Claire Office Electrical Shop, Highway 53 South, Eau Claire, WI, to the project location.

The contractor will notify the Northwest Region – Eau Claire Office Electrical Unit at (715) 225-0360 and make arrangements for picking up the Northwest Region furnished materials three working days prior to picking the materials up.

Inspection requests shall be made to the engineer at least three working days prior to the time of the requested inspection. Northwest Region – Eau Claire Office Electrical personnel will perform the inspection.

Electrical item inspections are required at the following times: after the staking of all electrical underground items, islands, curb and gutter and medians; during loop detector placement; before pouring of all lighting, signal, and cabinet bases; before cable and wire are pulled; during field terminations at signal and lighting bases; and prior to the installation of any poles, standard or above ground electrical items.

CINC maintains the fiber optic interconnect for the traffic signal system. Buried fiber optic lines are located at the USH 63/STH 70 intersection. The fiber optic line crosses USH 63 at approximately Station 1262+75 and is approximately 3' deep. The fiber optic line is encased in HDPE.

CINC will determine the extent of any required protect and hold of the fiber optic line crossing USH 63 near STA 1262+75 during construction after the contractor has exposed the fiber optic line. Provide 14 calendar day advance notice with a 3 working day follow up when excavating below subgrade within five feet of CINC's fiber optic line.

Contact Daren Bauer with CINC at (715) 836-5286 and at bauerdp@uwec.edu.

13. Coordination with Businesses and Residents.

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and businesses to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week before the start of work under this contract and hold one meeting per month thereafter. The contractor shall arrange for a suitable location for meetings that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for meetings. The contractor shall schedule meetings with at least 2 weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

14. Underground Utility Record Drawings.

Keep a current set of plans at the project that are marked to show the location of underground utilities, as encountered during excavation and as installed new with the project. Accurately record the lengths, depths, invert elevations and location of valves, fittings, structures, pipes, service lines, and field changes for water main, sanitary sewer, storm sewer, and electrical work. Dimension utility locations from permanent reference points; record vertical distances. Submit record drawings to City of Spooner, and their engineer upon completion of work.

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

15. Removing Lighting Unit, Item 204.9060.S

A Description

This special provision describes removing existing lighting unit according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C Construction

The contractor shall remove the existing lighting units from the locations designated on the plans. The lighting unit includes pole, mast arm, luminaire, lamp, and transformer base. Wiring to removed lighting unit shall be disconnected and from and lighting units remaining in place. Removed lighting unit shall become the property of the contractor.

D Measurement

The department will measure Removing Lighting Unit as each individual light pole, acceptably removed.

E Payment

Supplement standard spec 204.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S	Removing Lighting Unit	EACH

16. Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S.

A Description

A.1 General

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

Lake Area Landfill
W5987 County Highway D
Sarona, WI, 54870

Perform this work conforming to Standard Spec 205 and 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.

A.2 Notice to the Contractor – Contaminated Soil Locations

The department completed testing for soil and groundwater contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following locations the plans show:

1. Station 1270+50 LT to Station 1274+00 LT, 0’ to 100’ left of centerline.
2. Station 1306+00 RT to Station 1307+75 RT from 0’ to 100’ right of centerline.

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer.

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

Name:	Beth Cunningham, PE
Address:	NW Region WisDOT – Spooner office
Phone:	(715) 635-4973
E-mail:	Beth.Cunningham@dot.wi.gov

A.3 Coordination

Coordinate work under this contract with the environment consultant:

Consultant:	AECOM
Address:	200 Indiana Avenue, Stevens Point, WI 54481
Contact:	Kyle Wagoner, P.G., CHMM
Phone:	(715) 342-3038
E-mail:	kyle.wagoner@aecom.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 bioremediation 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 bioremediation facility.

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

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated areas. Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed.

Identify the DNR approved bioremediation facility that will be used for disposal of contaminated soils and provide this information to the environmental consultant no later than 30 calendar days before beginning excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the bioremediation facility. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

A.4 Health and Safety Requirements

Add the following to standard spec 107.1:

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

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

B (Vacant)

C Construction

Add the following to standard spec 205.3:

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

Directly load and haul soils designated by the environmental consultant for offsite bioremediation to the DNR approved bioremediation facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. Before transport, sufficiently dewater soils designated for off-site bioremediation so as not to contain free liquids.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
205.0501.S	Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	TON

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

stp-205-003 (20150630)

17. Removal of Conduit, Conductor and Pullboxes.

Existing lighting conduit, conductor and pullboxes will be removed from the project as a result of sub-cutting associated with roadway and sidewalk construction. Existing conductors not planned for reuse shall be disconnected from existing lighting units and service cabinets prior to removal. The removal of existing conduit, conductor and pullboxes not planned for reuse shall be incidental to the project. Removed lighting conduit, conductors and pullboxes shall become the property of the contractor.

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

A Description

(1) This special provision describes modifying the compaction and density testing and documentation requirements of work done under the Base Aggregate Dense 1 1/4-Inch bid items. Conform to Standard Spec 305 as modified in this special provision and to the contract QMP Base Aggregate article.

(2) Provide and maintain a quality management program. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process related to construction of dense graded base which meets all the requirements of this provision.

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

https://wisconsindot.gov/rdwy/cmm/cm-08-00toc.pdf

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

B (Vacant)

C Construction

C.1 General

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

Add the following to Standard Spec 305.3.2.2:

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

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

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

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

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

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

(5) Compact the 1 1/4-Inch dense graded base to a minimum of 93.0 percent of the material target density for Methods 1, 2 and 3. Compact 1 ¼-inch dense graded base to a minimum of 96 percent of the material target density for Method 4. Ensure that adequate moisture is present during placement and compaction operations to prevent segregation and to help achieve compaction.

(6) Base Aggregate Dense 1 1/4-Inch will be accepted for compaction on a lot basis.

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

C.2 Quality Management Program

C.2.1 Quality Control Plan

(1) Submit a comprehensive written quality control plan to the engineer no later than 10 business days before placement of material. Do not place any dense graded base before the engineer reviews and accepts the plan. Construct the project as the plan provides.

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

1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
4. Descriptions of stockpiling and hauling methods.
5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
6. Location of the QC laboratory, retained sample storage, and other documentation.
7. Lot layout and random test location plan.
8. A description of placement methods and operations. Including, but not limited to: staging, construction of an initial working platform, lift thicknesses, and equipment.

C.2.1 Pre-Placement Meeting

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

C.2.2 Personnel

(1) Perform the quality control sampling, testing, and documentation required under this provision using technicians certified by the department's Highway Technician Certification Program (HTCP). Have a HTCP Nuclear Density Technician I, or ACT certified technician, perform field density and field moisture content testing. Adhere to the minimum required certifications for aggregate testing per Part 7 of the Standard Specification. AASHTO T180 proctor testing requires a minimum certification level of AGGTEC-1.

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

C.2.3 Equipment

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

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

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

(3) Ensure that the nuclear gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.

(4) For all target density methods, conform to AASHTO T310 and CMM 8-15 for wet density testing and gauge monitoring methods.

(5) For the specified target density determined using Method 1 in Section C.1, compute the dry densities for the compacted dense graded base, composed of < or = 20 percent RAP or RCA, according to AASHTO T310.

(6) For contractor elected target density Method 2 in Section C.1, compute dry densities of dense graded base composed of >20 percent RAP or RCA using a moisture correction factor and the nuclear wet density value. Determine the moisture correction value, for each Proctor produced under the requirements of C.2.5, using the moisture bias as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not required. Conduct a moisture bias test for every 7500 feet of Base Aggregate Dense 1 1/4-Inch placed. Determine natural moistures in the laboratory.

(7) Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Backscatter may be used only if the material being tested cannot reliably maintain an undistorted direct transmission test hole. Direct transmission tests must be performed at the greatest possible probe depth of 2 inches, 4 inches, or 6 inches, but not to exceed the depth of the compacted layer being tested. Perform each test for at least one minute of nuclear gauge count time.

C.2.5 Contractor Testing

(1) Perform compaction testing on the mainline dense graded base material, as defined by A.(4). Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians as required in C.2.3. Conform to CMM 8-15 for testing and gauge monitoring methods.

(2) Select test sites randomly using ASTM Method D3665. Random numbers may be determined using an electronic random number generator. Guidance for determining test locations can be found in Section 8-30.9 of the Construction and Materials Manual (CMM). Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.

(3) When a density target is determined in accordance Methods 3 or 4 in Section C.1, conduct density testing on same date of final compaction.

C.2.5.1 Contractor Required Quality Control (QC) Testing

(1) Conduct testing at a minimum frequency of one test per lot. A lot is 1500 feet for each layer with a maximum width of 18 feet, minimum width of 6 feet, and minimum lift thickness of 2" of Base Aggregate Dense 1 1/4-Inch material placed. Each lot of compacted Base Aggregate Dense 1 1/4-Inch material, as defined by A.(4), will be accepted when the lot field density meets the required minimum density. Lots that don't achieve density requirements must be addressed and approved according to C.2.7.

(2) Add separate lots for passing lanes and individual ramps greater than 1500 feet.

(3) Combine partial lots less than 750 feet with the previous lot. Partial lots greater than or equal to 750 feet are standalone lots.

(4) Notify the engineer, if a lot field density test falls below the required minimum value. Document and perform corrective actions according to C.2.7. Deliver documentation of all compaction testing results to the engineer at the time of testing.

C.2.5.1.1 Target Density Determination

C.2.4.1.1.1 Maximum Wet and/or Dry Density Methods

(1) For contractor elected target density Methods 2 and 3 in Section C.1, and contractually specified target density Method 1 in Section C.1; perform one gradation and 5-point Proctor test before placement of 1 ¼-Inch dense graded base. Perform additional gradations every 3000 tons according to standard spec 305 and 730. If sampling requirements are identical, samples/testing performed for the QMP Base Aggregate specification may be used to fulfill the gradation testing requirements of this specification.

(2) Perform additional 5-point Proctor tests, at a minimum, when:

1. The four point moving average gradation on any one sieve differs from the original gradation test result for that sieve, by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to create a 5-point Proctor. Each 5-point Proctor test will remain valid for any material with gradation for all sieves within 10.0 percentage points of that Proctor's original gradation test.
2. The source of base aggregate changes.
3. Percent target density exceeds 103.0 percent on two consecutive density tests.

(3) Provide Proctor test results to the engineer within two business days of sampling. Provide gradation test results to the engineer within one business day of sampling.

(4) Split each contractor QC Proctor sample and identify it according to CMM 8-30. Deliver the split to the engineer within one business day for department QV Proctor testing.

(5) Split each non-Proctor contractor QC sample and identify it according to CMM 8-30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.

C.2.5.1.1.2 Density Control Strip Method

(1) For contractor elected target density Method 4 in Section C.1, construct a control strip for each layer of placement to identify the target wet density for the base aggregate dense material. The control strip construction and density testing will occur under the direct observation and/or assistance of the department QV personnel. For blended material, reprocessed material and crushed concrete, perform additional gradations every 3000 tons according to standard spec 305 and 730. If sampling frequencies are identical, samples/testing performed for the QMP Base Aggregate specification may be used to fulfill the gradation testing requirements of this specification.

(2) Unless the engineer approves otherwise, construct control strips to a minimum dimension of 300 feet long and one full lane width.

(3) Completed control strips may remain in-place to be incorporated into the final roadway cross-section.

(4) Construct additional control strips, at a minimum, when:

1. The source of base aggregate changes.
2. The four-point moving average percentage of blended recycled materials, from classification of material retained on the No. 4 sieve in the original gradation test, differs by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to construct the control strip.
3. The layer thickness changes more than 2.0 inches.
4. The percent target density exceeds 103.0 percent on two consecutive density measurements.

(5) Construct control strips using equipment and methods representative of the operations to be used to place and compact the remaining 1 1/4–Inch Base Aggregate Dense material. Wet the base, as mutually agreed upon by the contractor and engineer, to obtain and/or maintain adequate moisture content to ensure proper compaction. Discontinue water placement if the base begins to exhibit signs of saturation or instability.

(6) After compacting the control strip with a minimum of 2 passes, mark and take density measurements at 3 random locations. Subsequent density measurements will be taken at the same 3 locations. Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.

(7) After each subsequent pass of compaction equipment over the entirety of the control strip, take wet density measurements at the 3 marked locations. Continue compacting and testing until the increase in wet density measurements are less than 2.0 lb/ft^3, or the density measurements begin to decrease.

(8) Upon completion of control strip compaction, take 10 randomly located wet density measurements within the limits of the control strip. The final measurements recorded at the 3 locations under Article C.2.4.1.1.2 may be included as 3 of the 10 measurements. Average the ten measurements to obtain the control strip target density and target moisture for use in contractor elected Method 4 in Section C.1. Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.

C.2.6 Department Testing

C.2.6.1 General

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

(2) When a density target is determined in accordance Methods 3 and 4 in Section C.1, conduct density testing on same date of final compaction.

C.2.6.2 Quality Verification (QV) Testing

(1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.2.3 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.

(2) The department will conduct QV tests at the minimum frequency of 20 percent of the required gradation, density and Proctor contractor tests.

(3) The department will utilize contractor's QC Proctor results for determination of the material target density. The department will verify QC Proctor values by testing QC Proctor split sample. The department will use QC Proctor value as a target density if the QC and QV Proctor test results meet the tolerance requirements specified in Section C.2.6.2(7).

(4) The department will locate gradation and nuclear density test samples, at locations independent of the contractor's QC work, collecting one sample at each QV location. Sampling for gradation may be done independently of nuclear density tests, before watering and before compacting. The department will split each QV sample, test half for QV, and retain the remaining half for 10 calendar days.

(5) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.

(6) The department will utilize control strip target density testing results in lieu of QV Proctor sampling and testing when the contractor elected target density Method 4 in Section C.1 is used.

(7) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If QV test results are nonconforming, take corrective actions according to C.2.7 until the requirements of this special provision are met. Differing QC and QV nuclear density values of more than 2.0 pcf will be investigated and resolved. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

C.2.6.3 Independent Assurance (IA)

(1) Independent assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:

1. Split sample testing.
2. Proficiency sample testing.
3. Witnessing sampling and testing.
4. Test equipment calibration checks.
5. Requesting that testing personnel perform additional sampling and testing.

(2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.2.6.4.

C.2.6.4 Dispute Resolution

(1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor shall review the data, examine data reduction and analysis methods, evaluate sampling and testing methods/procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.

(2) Production test results, and results from other process control testing, may be considered when resolving a dispute.

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

C.2.7 Corrective Action

(1) Lots not achieving the minimum density requirements may be addressed and accepted for compaction according to the requirements of this section. Unless directed by the engineer, corrective actions taken to address an unacceptable lot must be applied to the entire lot corresponding to the non-conforming test.

(2) Investigate the moisture content of material in an unacceptable lot. Moisture content testing/samples collected under the QC and/or QV testing articles of this specification may be used to complete this investigation. Obtain moisture content readings according to ASTM D 6938. For material composed of >20 percent RAP or RCA, correct the moisture content with the moisture correction value using the moisture bias, as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not required.

(3) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density methods 1, 2 and 3 in Section C.1, or within 2.0 percentage points of the target moisture content for target density Method 4 in Section C.1, and exhibiting no signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, shall be compacted a minimum of one more pass using equipment and methods representative of the operations used to place and compact the Base Aggregate Dense 1 1/4–Inch, and density tested at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft^3 continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft^3, the lot is accepted as satisfying the compaction requirements of this provision.

(4) Lots with moisture contents within 2.0 percentage points of optimum moisture for target density Methods 1, 2, or 3 in Section C.1, or within 2.0 percentage points of the target moisture content for target density Method 4 in Section C.1 and exhibiting signs of deflection when subjected to loading by the heaviest roller used in the placement and compaction operations, will be reviewed by the engineer. The engineer may request subgrade improvement methods, such as excavation below subgrade (EBS), installation of geotextile fabrics, installation of breaker run material, or others to be completed, or may request an additional pass of compactive effort using equipment and methods representative of the operations used to place and compact the base aggregate dense and density test.

1. If, after an additional pass, the change in density at the same location (station and offset) as the failing QC and/or QV density tests exceeds 2.0 lb/ft^3 in a lot continue subsequent compactive efforts and density testing on that lot. If the change in density at the same location (station and offset) as the failing QC and/or QV density tests is less than or equal to 2.0 lb/ft^3, and subgrade improvement methods are not requested by the engineer, the lot is accepted as satisfying the compaction requirements of this provision.

2. If subgrade improvement methods are requested by the engineer, upon completion, including compaction of the restored base material, conduct a density test within the improved subgrade limits. This density test result will replace the prior field density value. If the lot field density equals or exceeds the minimum density requirement defined in Section C.1, the lot is accepted as satisfying the compaction requirements of this provision. If the lot field density fails to achieve the minimum density requirement defined in Section C.1, compact the lot a minimum of one more pass using equipment and methods representative of the operations used to place and compact the base aggregate dense; and density test at the same location (station and offset) as the failing QC and/or QV density tests. If the change in density exceeds 2.0 lb/ft^3 continue subsequent compactive efforts and density testing on that lot, at no additional cost to the department. If the change in density is less than or equal to 2.0 lb/ft^3, the lot is accepted as satisfying the compaction requirements of this provision.

(5) Unacceptable lots, with moisture contents in excess of 2.0 percentage points above or below optimum moisture for target density Methods 1, 2 or 3 in Section C.1; or in excess of 2.0 percentage points above or below the target moisture content for target density Method 4 in Section C.1; shall receive contractor performed and documented corrective action; including additional density testing.

(6) Density tests completed subsequent to any corrective action will replace previous field density test results for that lot. Continue corrective actions until the minimum density requirement is achieved or an alternate compaction acceptance criteria is met according to this section.

(7) Field moisture contents of materials tested using contractor elected target density Methods 3 or 4 in Section C.1 cannot exceed 2.0 percentage points of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively. Density tests on materials using contractor elected target density Methods 3 or 4 in Section C.1 will not be considered for lot compaction acceptance until the moisture content of the corresponding density test of the in-place material is less than 2.0 percentage points above of the optimum moisture content or 2.0 percentage points of the target moisture content, respectively.

D Measurement

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

E Payment

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

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

(2) Payment is full compensation for performing compaction testing; for sampling and laboratory testing; and for developing, completing, and documenting the compaction quality management program. The department will pay separately for providing aggregate under the Base Aggregate Dense 1 1/4-Inch bid item.

(3) The department will pay for additional tests directed by the engineer. One engineer directed test is equal to one acceptably completed lot of the QMP Base Aggregate Dense 1 1/4 -Inch Compaction bid item. The department will not pay for additional corrective action tests required due to unacceptable material.

stp-370-010 (20210113)

19. Coloring Concrete Custom, Item 405.0200.

This special provision describes coloring concrete for incorporation full-depth in work constructed under other contract bid items. Conform to Standard Spec 405 as modified in this special provision.

Replace standard spec 405.2.1.1(1) with the following:

(1) Integrally color concrete using non-fading pigments conforming to ASTM C979.

- Match the concrete color in reasonably close conformance with the color of the street lighting poles (green). Confirm the color match with the City of Spooner by contacting:

Gary Johnson
johnsong@cityofspooner.org
(715) 635-8769 office

stp-405-020 (20190618)

20. Adjusting Manhole Covers, Item 611.8110.

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

Adjust manhole covers on existing structures located in asphalt pavement areas in two separate operations. Initially, remove designated manhole castings and covers along with sufficient pavement to permit installation of temporary cover plate over the opening. Fill the excavated area with asphaltic pavement mixture, or gravel base, matching the surrounding surface condition to remain during construction. The temporary cover plate shall remain in place until contract milling and paving operations permit setting the manhole frames to final grade. During the second phase, remove the asphaltic pavement mixture surrounding the manhole plus the temporary cover plate, and set the manhole cover to final grade. This shall occur immediately prior to the placement of the final lift of asphalt pavement. The department will measure and pay for the items of asphaltic pavement mixture, temporary cover plate, milling, and paving separately.

Adjust manhole covers on existing structures located in concrete pavement according to SDD 13C18-d, with temporary cover plate as necessary between removal and new paving operations.

Supplement standard spec 611.3.7 with the following:

Set the manhole frames so that they comply with the surface requirements of standard spec 450.3.2.9. At the completion of the paving, a 6-foot straightedge shall be placed over the centerline of each manhole frame parallel to the direction of traffic. A measurement shall be made at each side of the frame. The two measurements shall be averaged. If this average is greater than 3/4 inches, or less than ¼ inches, reset the manhole frame to the correct plane and elevation. If this average is outside of these tolerances and the Owner agrees to leave the casting in place, the manhole frame may be allowed to remain in place at the discretion of the department, but shall be paid for at 50 percent of the contract unit price.

If the manhole frame is higher than the adjacent pavement, reset the manhole frame to the correct plane and elevation.

stp-611-005 (20200629)

21. Cover Plates Temporary, Item 611.8120.S.

A Description

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

B Materials

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

C (Vacant)

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	EACH

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

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

stp-611-006 (20151210)

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

A Description

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

B Materials

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

Delete flammability requirement.

B.1 Certification

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

C (Vacant)

D Measurement

The department will measure Insulation Board Polystyrene, 2-Inch by area in square yards of work, completed and accepted.

E Payment

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

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

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

stp-612-005 (20030820)

23. Crack and Damage Survey, Item 999.1501.S.01.

A Description

This special provision describes conducting a crack and damage survey of the residences and business located at the building fronts facing USH 63 from Oak Street to Elm Street.

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

B (Vacant)

C Construction

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

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

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

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

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

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

D Measurement

The department will measure Crack and Damage Survey by each for Project 1560-00-70, 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
999.1501.S.01	Crack and Damage Survey	EACH

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

stp-999-010 (20210708)

24. Roof Drain Flume, Item SPV.0035.01.

A Description

This special provision describes constructing concrete curb and concrete curb and flume to the details shown in the plans, the requirements of standard spec 601.

B Materials.

Provide materials that conform to the requirements of standard spec 601.2.

C Construction

Construct according to the requirements of standard spec 601.3.

D Measurement

The department will measure Roof Drain Flume in cubic yards, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.01	Rood Drain Flume	CY

Payment will be made according to standard spec 601.5.

25. Inlet Covers Type H-D, Item SPV.0060.01.

A Description

This special provision describes furnishing and installing inlet covers according to the plan details, the pertinent requirements of Standard Spec 611 and as provided in this special provision.

B Materials

Provide an Inlet Cover Type H frame and grate with the curb box removed and replaced with a solid flat curb plate designed for heavy traffic loading as shown in the plan details. Neenah R-3290-A casting or approved equal.

C Construction

Construct according to standard spec 611.3.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Inlet Covers Type H-D	EACH

Payment is full compensation for providing covers, including frames, grates, curb plates and all other required materials and for installing and adjusting each cover.

26. Temporary Storm Sewer Connection, Item SPV.0060.02.

A Description

This special provision describes installing a temporary pipe or temporary structure for connections between existing storm sewer pipe and newly installed storm sewer main between staged construction operations. Temporary connections within the stage are considered incidental to the work.

B Materials

Furnish a temporary flexible pipe or precast concrete structure that will allow a temporary connection between existing storm sewer pipe and new storm sewer pipe at different elevations and as shown in the plans. The temporary pipe size shall be large enough to allow the existing storm sewer pipe to fit inside the temporary pipe.

Geotextile drainage fabric or temporary concrete collars may be used. If used, Geotextile Fabric Type DF Schedule B shall be in conformance with standard spec 645.2.4. Concrete Collar for Pipes shall be in conformance with standard spec 520.2.4.

Temporary pipe shall conform to AASHTO M294 Type S. Precast concrete structures shall conform to the requirements of standard spec 611.

C Construction

Provide temporary storm sewer connection between stages. The existing storm sewer shall be removed to the stage limits shown on the plans.

Place the temporary pipe over the existing storm sewer pipe and inside the newly installed storm sewer pipe by means of slitting the ends of the pipe if required. Wrap each end of the temporary pipe connection with geotextile fabric to provide for a tight connection and eliminate erosion of soil into the new storm sewer system.

Install a temporary precast concrete structure that allows connections to both existing and newly installed storm sewer pipes. Installation methods shall be in conformance with standard spec 611. The precast concrete structure may be covered with a temporary cover plate that meets the requirements of item 611.8120.S found in the special provisions.

D Measurement

The department will measure Temporary Storm Sewer Connection as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Temporary Storm Sewer Connection	EACH

Payment is full compensation for providing covers, sawing the existing pipe to the required location, furnishing and installing the temporary pipe or temporary precast concrete structure, geotextile fabric, mortar, excavation, backfilling, compaction, cover plates, removal and disposal of the temporary connection, and other items required for a complete installation.

27. Concrete Base Type Special, Item SPV.0060.03

A Description

This special provision describes furnishing and installing a concrete base (Type Special) as shown on the plans and as hereinafter provided.

B Materials

The concrete light foundation shall be constructed with materials and methods as specified in the details in the plan.

C Construction

The Concrete Base Type Special shall be modified to have an anchor bolt circle, orientation, and anchor bolt size that will accommodate the pole manufacturer's requirements. Anchor bolt exposure shall accommodate the specified pole base requirements. Bar steel reinforcement shall be modified as necessary to accommodate new anchor bolt placement.

D Measurement

The department will measure Concrete Base Type Special, completed according to the contract and accepted as a unit.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Concrete Base Type Special	EACH

Payment is full compensation for furnishing and installing all materials, including anchor bolts, conduit, hardware and fittings.

28. Concrete Control Cabinet Base Type Special, Item SPV.0060.04.

A Description

This special provision describes furnishing and installing a concrete lighting control cabinet foundation as shown on the plans and as hereinafter provided.

B Materials

The concrete foundation shall be constructed with materials and methods as specified in the details in the plan.

C Construction

The Concrete Control Cabinet Base Type Special shall have an anchor bolt pattern, size, exposure, and orientation that will accommodate the lighting control cabinet identified in the details in the plan.

D Measurement

The department will measure Concrete Control Cabinet Base Type Special, completed according to the contract and accepted as a unit.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Concrete Control Cabinet Base Type Special	EACH

Payment is full compensation for furnishing and installing all materials, including anchor bolts, conduit, ground rods, hardware, and fittings.

29. Lighting Control Cabinet Type Special, Item SPV.0060.05.

A Description

This special provision describes furnishing and installing lighting control cabinets as shown on the plans and as hereinafter provided.

B Materials

The cabinet type shall be as detailed in the plans. A rigid steel conduit shall be stubbed out of the control cabinet base to accommodate the energy provider’s service conduit and conductors. Coordinate conduit size with energy provider.

C (Vacant)

D Measurement

The department will measure Lighting Control Cabinet Type Special, completed according to the contract and accepted as a unit.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Lighting Control Cabinet Type Special	EACH

Payment is full compensation for furnishing and installing all materials, including lighting control cabinets, meter socket, hardware, fittings, and coordination with and/or any payments to energy provider necessary to complete the contract work.

30. Lighting Unit Type Special - Item SPV.0060.06.

A Description

This special provision describes furnishing and installing lighting units complete with LED luminaires, arm assemblies, poles, transformer bases, 20-amp GFCI festoon receptacles with metallic in-use covers, banner arms, flag holders, seasonal display brackets, and trac-nut sign mounting hardware.

B Materials

Lighting Units to withstand the maximum loading applied by equipment as indicated in the detail drawings and Equipment Schedule located in the Plans. Apply design factors to these structures conforming to the latest AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, together with a wind pressure based on a wind velocity of 90 mph plus gust factor. Lighting poles, arms and luminaires shall be as shown in the Plan details and Equipment Schedule – no substitutions are allowed.

The luminaires shall be "UL" listed and equipped with an internal LED driver, field adjustable wattage selector switch, surge protection, and 4000 Kelvin LED lamps. The luminaire shall be factory finished green in color.

The poles shall be equipped with a 20-amp WR-rated GFCI receptacle and include a weatherproof, metallic in-use cover mounted at a location indicated in the Plans. Provide a reinforced receptacle penetration.

The pole shall be equipped with banner arms, flag holder, and seasonal display brackets. This equipment shall use the trac-nut style fastening system that enables adjustable placement on the pole shaft. Each pole shall be equipped with two complete sets of trac-nut assemblies (four total) for the purpose of attaching typical traffic signs.

All pole components, attachments, and metallic in-use covers shall be factory finished green in color.

Furnish shop drawings as specified in standard spec 506.3.2, except submit five copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the dimensions of all equipment shown in the plans.

Construct poles of materials having sufficient rigidity so that with all material installed and in place as the plans show, the centerline of the shaft appears vertical. If pole vibration is probable, it is the manufacturer's responsibility to include vibration dampers where necessary.

All threaded equipment mounting hardware shall be stainless steel.

Provide a grounding lug complete with mounting hardware as required inside the transformer base. Provide access to the grounding lug from the hand hole.

Ensure that all castings are clean and smooth and that all details are well-defined and true to pattern.

Fuses shall be mounted in inline molded fuse connector/holders. The two-pole fuse holders for the 240-volt luminaires shall be a Bussman (Catalog. No. HEX-AW-DRLC-A) or approved equal. The single-pole fuse holders for the 120-volt receptacles shall be a Bussman (Catalog. No. HEB-AW-RLC-A) or approved equal. Fuses shall be of the breakaway type.

C Construction

Under the bid items Lighting Unit Type Special, furnish and install poles, luminaires, and all necessary miscellaneous accessories and hardware to complete the installation of the poles as shown in the Plan Details and Equipment Schedule.

Three 1/c No. 12 stranded, type XHHW-2, wires shall be used to connect the luminaires and receptacles to their respective branch conductors in the pole base. Each luminaire shall be protected by two 3-amp fuses. Each GFCI receptacle shall be protected by one 10-amp fuse.

The fuses shall be mounted with the casing located at the level of the handhole. Provide sufficient excess conductor length to allow withdrawal of the connected fuse holder from the hand hole. Fuses and fuse holders shall be "UL" listed and shall be installed in such a manner that the fuse stays with the load side when holder is separated. In addition, the contractor shall form loops in the leads on each side of the fuse holders and so position the fuse holders so that they may be easily removed or inserted through the access hole. The grounding conductor shall not be fused.

Install poles at locations specified in the plan details.

All threaded stainless steel hardware and dissimilar metal, threaded hardware shall be coated with an approved zinc-based anti-seize compound by the contractor.

After completing pole erection, ensure the centerline of the shaft is vertical.

The contractor shall follow manufacturer's instructions regarding luminaire and pole installation.

D Measurement

The department will measure Lighting Unit Type Special as each individual lighting unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Lighting Unit Type Special	EACH

Payment is full compensation for furnishing and installing all materials, including poles, luminaires, receptacles, and all pole accessories, hardware and fittings.

31. Salvage & Reinstall Lighting Unit, Item SPV.0060.07.

A Description

This special provision describes salvaging and reinstalling lighting units removed from the project on a new concrete base. The removal, protection and reinstallation of existing conductors are also included in this special provision.

B (Vacant)

C Construction

Under the bid item Salvage & Reinstall Lighting Unit, install the complete lighting unit (pole, luminaire, luminaire arm, and internal wiring and fusing) salvaged from the project to the location shown in the Plan and/or as designated by the engineer. Furnish and install a new high pressure sodium lamp in the luminaire, and any miscellaneous accessories and hardware required to complete the installation of the lighting unit. Dispose of removed lamp.

Pole wiring and fusing within the salvaged lighting units shall be maintained and reused during installation. Disconnect from existing branch circuits prior to salvaging. If splicing or fusing materials are damaged during salvage, provide new as specified for new pole installation.

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

Splicing materials and circuit connections shall be as per the WisDOT Standard Detail Drawing 9E3-3 (Non-Freeway Lighting Unit Pole Wiring). If damaged during salvage, provide internal pole conductors as specified for new pole installation.

Each salvaged lighting unit shall be installed on a new Concrete Base Type Special as detailed in the plans and specifications. Each anchor bolt shall be equipped with two hot dip galvanized flat washers and nuts. Anchor bolt size, circle and bolt exposure shall be per pole manufacturer’s requirements. The concrete base shall provide 1-inch of concrete exposure when installed within concrete panels, and 2 inches of concrete exposure when installed in other areas. Expansion material shall be used around the perimeter of the base when installed within concrete panels.

After completing pole erection using normal pole shaft raking techniques, ensure the centerline of the shaft appears vertical.

All components of the lighting unit shall be installed in a workable first-class condition and shall include all miscellaneous hardware required for a complete lighting unit reinstallation.

D Measurement

The department will measure Salvage & Reinstall Lighting Unit as each individual lighting unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Salvage & Reinstall Lighting Unit	EACH

Payment is full compensation for salvaging and installing materials, including pole, arm, luminaire, lamp, internal pole wiring and fusing, and all pole accessories, hardware, fittings, providing a new concrete base, backfill and compaction.

32. Salvage and/or Disposal of Lighting Unit Equipment, Item SPV.0060.08.

A Description

This special provision describes Salvage and/or Disposal of Lighting Unit Equipment from the project.

B (Vacant)

C Construction

Under the bid item Salvage and/or Disposal of Lighting Unit Equipment, disconnect, disassemble, and salvage the complete lighting unit (pole, luminaire, lamp, and transformer base) from the locations shown in the Plan and/or as designated by the engineer. Deliver to a location designated by the engineer or owner. Contractor shall coordinate with the owner to determine which parts of the lighting unit shall be salvaged and which shall be disposed of. The equipment selected for disposal shall become the property of the contractor.

Pole wiring and fusing within the salvaged lighting units shall be removed and become the property of the contractor. Disconnect from existing branch circuits prior to salvaging.

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

D Measurement

The department will measure Salvage and/or Disposal of Lighting Unit Equipment as each individual lighting unit, acceptably salvaged and delivered.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Salvage and/or Disposal of Lighting Unit Equipment	EACH

Payment is full compensation for salvaging and/or Disposal of Lighting unit Equipment, storage and delivery of all existing lighting unit components including poles, luminaires, lamps, transformer bases, and all pole accessories, hardware and fittings, coordination with owner regarding equipment to be salvaged or disposal of unwanted lighting equipment.

33. Salvage Sign Posts, Item SPV.0060.09.

A Description

This special provision describes salvaging of newer wood 4x4 sign posts installed by the department in 2020.

B (Vacant)

C Construction

Remove the existing 4x4 posts that were installed by the department in 2020. Use care in removing the posts from the ground as to not brake or damage the integrity of the wood post. Place the posts on pallets and secure them to the pallet with banding and deliver to the project job trailer.

D Measurement

The department will measure Salvage Sign Posts as each individual post, acceptably salvaged and delivered.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Salvage Sign Posts	EACH

Payment is full compensation for salvaging the sign posts, banding to pallets and delivery to the job trailer.

34. Sanitary Sewer Manhole w/Casting 4-FT Diameter, Item SPV.0060.10.

A Description

This special provision describes furnishing and installing new sanitary sewer manholes, castings and connecting to sanitary sewer pipe, all as shown on the plans according to standard spec 611 and as provided by these specifications.

B Materials

Precast concrete riser sections and appurtenant units (top and base slab, special sections, etc.) used in the construction of manholes will conform to the requirements of ASTM C 478, subject to the following provisions.

Joints of riser sections are to be tongue and grove with gasketed joints. Top cone shall be eccentric. Inlet and outlet pipes will be joined to the structure with flexible, watertight rubber boot arrangement that allows differential settlement of the pipe and manhole to take place. Connecting pipes to structures with grouting only is not acceptable.

Base sections of all structures will consist of monolithic base and bottom section of barrel. No joints will be allowed between base and bottom of barrel.

Provide 12 inches wide steps, which shall be cast aluminum or polypropylene coated steel.

Sewer castings for sewer structures such as manhole frames and covers will conform to the requirements of ASTM A48 (gray iron castings). Lid-to-frame surfaces on round casting assemblies will be machine milled to provide true bearing around the entire circumference.

Manhole castings shall be Neenah R-1642 with non-rocking lids and 2 concealed pick holes or approved equal.

C Construction

Construct sanitary manholes according to plan details and elevations.

Provide trench excavation, foundations, and backfill according to the requirements as described under the item for sanitary sewer. Place precast manhole base on compacted granular subgrade.

All trench excavation and backfilling, backfill material, compaction, and minor dewatering shall be considered incidental.

Connect to sanitary sewer pipes. Any required coupling adaptors required will be included.

Locate steps within 1 inch of vertical alignment and within 1 inch of required vertical spacing. Maximum allowable deviation from staked and plan location is within 0.30 feet horizontal and 0.03 feet vertical.

Provide adjusting rings according to plan details to establish required casting elevations. Set lowest adjusting ring on a full mortar bed for leveling after dry stacking rings to check proper grade. Adjust new sanitary sewer manhole castings to final grade between paving lifts according to manhole adjustment item.

Fully encase the outside drop pipe in concrete as shown on construction details.

Remove all dirt and foreign material from the structure interiors

D Measurement

The department will measure Sanitary Sewer Manhole of each size as a unit complete in place up to a maximum of 8.0 feet depth measured from top of casting to invert, acceptably completed. Depths over 8.0 feet will be measured under the item of Sanitary Manhole Excess Depth (size).

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Sanitary Sewer Manhole w/Casting 4-FT Diameter	EACH

Payment is full compensation for excavation, backfilling, compaction, removal and disposal of excess or unsuitable materials, manhole, casting frame and lid, adjusting rings, adjustment, mortar, gaskets, rubber boots, mortar, outside drop pipe and fittings, concrete horseshoe and/or mortar encasing drop pipe, tee for drop pipe, connection to new pipes, and other items required for a complete installation.

35. Connect to Existing Sanitary Sewer Main, Item SPV.0060.11; Connect to Existing Sanitary Sewer Service, Item SPV.0060.12.

A Description

This special provision describes connecting existing sanitary sewers, manholes, services, to new sanitary sewers or manholes, or at temporary connections required to maintain service to customers at the locations shown on the plans and provided for by these specifications.

B Materials

Provide materials consistent with Item Sanitary Sewer and all appropriate fittings and adaptors.

C Construction

Maintain flow in sanitary sewers on a continuous basis while construction is underway. Plug sewers when required with inflatable plug and provide pumps, portable generators, hose, and related items to maintain flow during construction activities. When connecting a new sewer pipe to an existing sewer pipe, cut the ends of the existing sanitary sewer and connect to new sewer with pipe coupling adapters made specifically for such reconnections. Explore all other options to try to avoid placing a flexible rubber coupling under the street. Keep a record of all such connections, locations, and materials used.

When connecting to an existing sanitary manhole core drill the appropriate size hole for the required manhole boot. Install the manhole boot and required pipe to the manhole. Connection will include using mortar to fill an existing sanitary opening in the manhole if required and to remove, form, and install a new flowline in the sanitary manhole if required.

When connecting to existing temporary sanitary manhole connection install the temporary manhole as required to maintain service during construction. Includes all connections to the existing and temporary sanitary sewer main at the temporary location and removal once proposed installations are in service.

When connecting to a service, remove the existing service line to the limits shown in the plans or to a location approved by the municipality. Cut the end of the existing pipe and make sure the existing service line is free and clear of debris. Connect to the new Sanitary Sewer Service line with a flexible rubber coupling. Install tracer wire from main to connection point and bring tracer wire to the surface at the connection point in cathodic test box.

When connecting an existing sanitary sewer to a new manhole, cut or extend existing pipe to fit into new manhole. Fit pipe with a watertight rubber gasket that is mortared into the manhole. Mortar will conform to standard spec 519.2.4 of the Standard Specifications. All fittings and masonry work will be supplied by the contractor.

D Measurement

The department will measure Connect to Existing Sanitary Sewer Main or Service as a unit, regardless of size, or pipe material, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Connect to Existing Sanitary Sewer Main	EACH
SPV.0060.12	Connect to Existing Sanitary Sewer Service	EACH

Payment is full compensation for excavation, backfilling, compaction, and disposing of excess or unsuitable material, couplings, core drilling, bypass pumping, manhole boots, and other items required for a complete connection installation.

36. Sanitary Sewer Wye, 8-inch x 6-inch, Item SPV.0060.13; Sanitary Sewer Wye, 10-inch x 6-inch, Item SPV.0060.14; Sanitary Sewer Wye, 12-inch x 6-inch, Item SPV.0060.15; Sanitary Sewer Saddle, 8-inch x 6-inch, Item SPV.0060.16.

A Description

This special provision describes furnishing and installing new sanitary sewer sanitary service wyes or saddles for connection between sewer main and sewer service pipe all as shown on the plans and provided by these specifications.

B Materials

Service wyes shall conform to materials specifications for adjacent pipe components. Provide fittings and pipe of each material type from the same manufacturer.

Sewer saddles shall be two-piece construction. The top shell section shall be a minimum of 14 ga and shall be made from T304 stainless steel with ASTM A240 and have a branch inlet attached to the top shell with an outside seam MIG weld. The branch inlet shall be configured to accept a branch line at a 45-degree angle to the main line. The back shell section shall be a minimum of 18 ga and shall be made from T304 stainless steel according to ASTM A240. The saddle shall have a minimum of one stud/receiver assembly per side. The saddle shall mount to the mating main line. Branch inlets shall be T304 stainless steel, according to ASTM A240, with a length sufficient for use with a non-shear rubber coupling. Bolts and nuts shall be 5/8 UNC, 18-8 stainless steel. Nuts shall be coated with a fluoropolymer coating to prevent galling. Washers shall be nylon and 18-8 stainless steel. Mainline gasket shall be a gridded mat, with tapered ends and an opening for the branch line.

C Construction

The location and size of sanitary sewer services as shown on the plans are approximate. Actual locations and size may vary from what is shown.

Installation of pipe shall conform to ASTM D2321. There shall be no mixing of different manufacturer's pipe or fittings on a project. Compact haunching area to specified density required by ASTM D2321.

Pipes shall be fitted together and matched so when laid they will form a sewer with a smooth and uniform invert.

Install gaskets and forms according to manufacturer's recommendations for use of lubricants, cements, and other special installation requirements.

Trench Excavation Requirements shall conform to specifications listed within Sanitary Sewer special provisions.

All trench excavation and backfilling, including backfill material, compaction, and dewatering shall be considered incidental. All work shall be done by open trench excavation.

Record the location, size, length, and number of bends on services on a record drawing. Measure service locations from the closest downstream manhole. Submit sanitary record drawings to the engineer and Utility upon completion of the sanitary portion of the project.

Reconnect services to the existing sewer and adjusting service without damage to the pipe. Proper watertight joints must be made.

D Measurement

The department will measure Sanitary Sewer Service Wye or Saddle of each size as a unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Sanitary Sewer Wye, 8-inch x 6-inch	EACH
SPV.0060.14	Sanitary Sewer Wye, 10-inch x 6-inch	EACH
SPV.0060.15	Sanitary Sewer Wye, 12-inch x 6-inch	EACH
SPV.0060.16	Sanitary Sewer Saddle, 8-inch x 6-inch	EACH

Payment is full compensation for excavation, backfilling, compaction, removal and disposal of excess or unsatisfactory material, couplings, drilling into the existing sanitary sewer main, saddle, wye and other items required for a complete installation.

37. Exploratory Excavation, Item SPV.0060.17.

A Description

This special provision describes an excavation or pothole to uncover sanitary or water mains, service laterals, storm sewer, or other underground features for the purpose of determining elevation, horizontal location, size, material, or potential conflicts between proposed or existing underground sewer and water items as called out on the plan and as directed by the engineer.

B (Vacant)

C Construction

Excavate or pothole each utility line in a manner that it is not damaged, and the safety of the workers is not compromised. Exploratory excavation will be performed as soon as possible and at least 10 days in advance of proposed storm sewer, sanitary, or water construction to allow any conflicts to be resolved with minimal disruption. Any damage to a sanitary, water, or storm sewer line during excavation shall be repaired to maintain service as part of this item.

Exploratory excavation will include an excavation or pothole sufficient to locate the intended utility and determine its dimensions and elevation. Coordinate all excavation with the engineer and City of Spooner giving a minimum of 3 working day notice prior to the work so they may be present when the work is completed. Backfill and compact any excavations to protect the underground utility and provide adequate density matching planned conditions. Provide temporary gravel or other surface matching existing conditions if excavation is in traffic area.

D Measurement

The department will measure Exploratory Excavation as each individual opening, 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.0060.17	Exploratory Excavation	EACH

Payment is full compensation for excavation, backfilling and disposing of excess or unsuitable material, repairing any damaged utility lines, and for adjusting construction operations if adjustments to the sanitary sewer line are found necessary.

38. Sanitary Sewer Cleanout, Item SPV.0060.18.

A Description

This special provision describes furnishing and installing new sanitary sewer sanitary service cleanout between a building connection or future connection and a sewer main as shown on the plans and provided by these specifications.

B Materials

Service tee wyes shall conform to materials specifications for adjacent pipe components. Provide fittings and pipe of each material type from the same manufacturer. Provide threaded PVC plug that matches pipe material type. Cleanout riser shall extend into cast iron casting. Casting shall be Neenah R-1975-A3 or approved equal.

C Construction

The location and size of sanitary sewer services as shown on the plans are approximate. Actual locations and size may vary from what is shown.

Installation of pipe shall conform to ASTM D 2321. There shall be no mixing of different manufacturer's pipe or fittings on a project. Compact haunching area to specified density required by ASTM D2321.

Pipes shall be fitted together and matched so when laid they will form a sewer with a smooth and uniform invert.

Install gaskets and forms according to manufacturer's recommendations for use of lubricants, cements, and other special installation requirements.

Trench Excavation Requirements shall conform to specifications listed within Sanitary Sewer special provisions.

Install riser pipe so that threaded plug is into the cast iron casting when completed. Cast iron casting to be installed with concrete pavement or HMA Pavement operations depending on final location of cleanout.

All trench excavation and backfilling, including backfill material, compaction, and dewatering shall be considered incidental. All work shall be done by open trench excavation.

Record the location, size, and number of cleanouts on services on a record drawing. Measure cleanout locations from the closest downstream sewer main. Submit sanitary record drawings to the engineer and Utility upon completion of the sanitary portion of the project.

D Measurement

The department will measure Sanitary Sewer Cleanout as each individual cleanout, 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.0060.18	Sanitary Sewer Cleanout	EACH

Payment is full compensation for excavation, backfilling, compaction, removal and disposal of excess material, service tee wye, riser pipe, plug, cast iron casting, adjustment, temporary adjustments or modifications for base trimming operations, any adjustments during concrete or HMA paving operations, and other items required for a complete installation.

39. Remove Existing Hydrant and Lead, Item SPV.0060.19.

A Description

This special provision describes removing existing gate valves, boxes, hydrants, and lead piping at locations shown on the plans and hereinafter provided.

B (Vacant)

C Construction

Remove existing water system features according to Chapter 4.8.0, Wisconsin Water and Sewer Specifications and plan details. Remove features at locations shown on plan sheets and locations required to install new system appurtenances. All removed valves and hydrants shall become property of the City of Spooner. Contact the City of Spooner to coordinate.

Where hydrant leads and valves have been removed seal the existing water main pipe at that location.

Backfill excavation with granular backfill Grade 2. Compact according to standard spec 206.3.13.1.

D Measurement

The department will measure Remove Existing Hydrant and Lead 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.0060.19	Remove Existing Hydrant and Lead	EACH

Payment is full compensation for removing water system feature and pipes; removing and transporting used valves and hydrants, leads, and fittings to the City of Spooner department building; sealing existing water pipes; excavation and backfilling material, compacting, for properly disposing of materials not wanted by the City of Spooner, and other items required for a complete installation.

40. Connect to Existing Water Main, Item SPV.0060.20.

A Description

This special provision describes cutting into and connecting new water main to existing water main as shown on the plans and as provided by these specifications.

B Materials

Use materials consistent with Water Main and Water Main Fittings sections of these special provisions. Seal pipes with materials required in the State of Wisconsin Standard Specifications 2022 Edition.

C Construction

Connecting to Existing Water Main will conform to industry standards. Only representatives of the owner are permitted to operate valves on existing system. The contractor will give the owner at least 72-hour notice when it is necessary to take an existing water main out of service.

Disinfect all connection materials with a 50 parts per million chlorine solution.

Disruption of water service will be during a low usage period or when it is the least inconvenient to the user. The contractor will have all proper materials and equipment immediately on hand when a water main is taken out of service for connection.

Seal all existing water main pipe left in place as described and required in standard spec 204.3.3.2.

D Measurement

The department will measure Connect to Existing Water Main as a unit per each, regardless of size, 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.0060.20	Connect to Existing Water Main	EACH

Payment is full compensation for cutting existing water main, removing any plugs or pipe, connecting to existing water main, furnishing and placing all materials, including any required connecting sleeves and fittings; sealing any existing pipe left in place, and other items required for a complete installation.

41. Lower Water Main, Item SPV.0060.21.

A Description

This special provision describes lowering a new water main to depths below the typical 8 feet below finished grade and installing all fittings necessary for the installation. This is done to allow installation below sanitary sewer or storm sewer facilities as shown on the plans and as provided by these specifications. Lowering the existing water main using deflection and maintaining an installation depth greater than 8 feet to avoid sanitary or storm conflicts shall be considered incidental to the Water Main item being installed and shall be the preferred method to avoid sanitary sewer services.

B Materials

Use materials consistent with Water Main and Water Main Fittings sections of these special provisions and the details shown in the plans.

C Construction

Cut the new water main at a location that allows for 45 degree bends to be installed and the water main pipe meet the 18-inch minimum vertical clearance requirement from edge of water main pipe to edge of storm sewer or sanitary sewer pipe. Lower water main as shown on the plans and provided in these specifications.

Install water main according to Chapter 4, Wisconsin Water and Sewer Specifications, with the exception that lead joints are not allowed.

D Measurement

The department will measure Lower Water Main as a unit per each, regardless of size, 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	Lower Water Main	EACH

Payment is full compensation for lowering water main, cutting pipe, providing and installing fittings and insulation, excavation, backfilling, compaction, polyethylene sheeting, and other items required for a complete installation. Payment under this bid item does not include compensation for water main pipe which will be paid for as a separate bid item.

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

A Description

This work shall consist of furnishing and installing water main gate valves and valve boxes.

B Materials

Gate valves are to be resilient-seated valves meeting the requirements of A.W.W.A. Standard C515 and shall be designed for 200 psi working pressure. The gate valves are to have mechanical joint end, with ASTM F593 and F594 Type 304 stainless steel bolts and nuts. Stem to be non-rising operating stem with "O" ring seals, and a 2-inch square operating nut, that opens left (counterclockwise). An open indicating arrow, the manufacturer's name, pressure rating, size, and year of manufacture are to be cast on the body of the valve.

All valves are to be provided with vertical valve boxes, buffalo type, with lid marked "WATER." Valve boxes are to be cast iron, 5-1/4-inch diameter shaft and adjustable. Valve boxes are to be provided with 8 feet of cover, except where greater depths are indicated on the profiles of the plans. Valve boxes are to be at least three pieces with sufficient adjustment to provide at least 6 inches of adjustment above and below grade. Install all extension sections in the middle of the box and not stacked on top.

Provide a ¼-inch steel frame gate valve adapter with UV Polyurethane protective coating and 3/4-inch custom-fitted rubber gasket installed between gate valve and gate valve adapter. The gate valve adapter shall be installed on the valve prior to placing bonnet section of valve box assembly.

C Construction

Set valves with stems vertical and plumb on subgrade material adequate to support valve assembly. Place concrete block under valve and firmly support valve boxes and maintain them center and plumb over the wrench nut of the valve utilizing adaptor. Verify that box remains plumb and centered during backfill, with box cover adjusted to the final surface or at such other level as may be directed. See detail in plans.

D Measurement

The department will measure Gate Valve and Box (size) as each individual valve, acceptably completed.

E Payment

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

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

Payment is full compensation for excavating, backfilling, dewatering, valve box and cover, gate valve adaptor, sheeting, polyethylene sheeting, shoring, for furnishing and installing gate valves, adjusting valve box height, for furnishing and installing bolts, nuts, and gaskets, and other items required to complete the work.

43. Hydrant 8.5-FT Bury Depth, Item SPV.0060.25.

A Description

This special provision describes furnishing and installing new fire hydrant, connecting couplings, crushed rock, polyethylene sheeting, concrete base, and blocking, all as shown on the plans and as provided by these specifications. Hydrant to have minimum 8 feet of cover to the top of the service pipe as shown on the plans.

B Materials

Fire hydrants are to meet the requirements of AWWA Standard C502. Hydrants shall be Waterous Pacer WB67. The hydrants shall have two 2 1/2-inch hose connections and one 4.5-inch steamer connection with national standard threads and caps and chains. Hydrants shall have a 16-inch traffic breakoff. Hydrants shall open left and be provided with a drain to operate only when the hydrant is closed. Hydrants will have a 6-inch mechanical joint hub with ASTM F593 and F594 type 304 stainless steel bolts and nuts, dry barrel with minimum 5 1/4-inch valve, an “O” ring stem seal, and pentagon nut type nozzle cups complete with chains, and have 8.0 feet of cover above the top of the hydrant lead pipe to finished surrounding surface. Hydrants shall be painted red and include permanent markings with manufacturer’s name, year of manufacture, and bury depth. Hydrants shall have minimum 250 psi working pressure and red in color. Hose nipples shall be bronze or non-corrosive. Operating stem nuts shall be 1 1/2 inches, from point to opposite flat and pentagon shaped.

Cathodic test box shall have a cast iron rim and lid with terminal blocks, 2.5-inch shaft diameter, and a minimum 24 inches long ABS plastic body and flared base. Lid shall say water.

C Construction

Locate fire hydrants as indicated in the plans, or as directed by the city or engineer, and place as shown on the details of the plans. Verify that subgrade material is adequate to support hydrant and place thrust block according to drawing details. Hydrant leads shall be 6-inch minimum pipe diameter. Contractor may substitute ductile iron pipe Class 52 as hydrant leads, in lieu of C900 PVC upon approval by engineer and city. If ductile iron pipe is used, pipe cost per linear foot shall be paid at the equivalent C900 bid price. Install and maintain hydrant in a plumb position with a block under the base. After each hydrant has been set, place around the base of the hydrant 1 cubic yard of 1 1/2-inch washed rock. Place two layers of 10 mil polyethylene over the rock to prevent backfill material from entering voids in the rock. Disinfect and test hydrants in conjunction with and as part of the mainline disinfection and testing process. Install tracer wire upside of hydrant and into cathodic test box. Cathodic test box shall be connected to the barrel of the hydrant and have the tracer wire connected to the terminal with a minimum of 1 foot of slack in the tracer wire inside the ABS plastic body. See detail in plans.

Plug hydrant drain hole if hydrant is located where the groundwater is less than 8 feet. Also label hydrant with tag stating “Pump After Use.”

D Measurement

The department will measure Hydrant 8.5-ft Bury Depth as each individual hydrant, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.25	Hydrant 8.5-ft Bury Depth	EACH

Payment is full compensation for furnishing and placing all materials, including hydrant, crushed rock and concrete base, polyethylene sheeting, cathodic test box, block, and other items required for a complete installation.

44. Connect to Existing Water Service, Item SPV.0060.26.

A Description

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

B Materials

Use materials consistent with Water Main and Water Main Fittings sections of these special provisions and the details shown in the plans. Reducers or adaptors from various pipe materials and sizes may be required to connect to existing water services.

C Construction

Follow the requirements of Chapter 5 of Wisconsin Water and Sewer Specifications. Make connections to existing services with compression fittings. Use of appropriate fittings, couplings, and adaptors to make service connections is incidental to the connection. At locations where new curb stops are being connected to existing services, remove old curb box and properly dispose of it. Removal and disposal are incidental to the connection.

D Measurement

The department will measure Connect to Existing Water Service as a unit per each, regardless of size or fittings required, 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.0060.26	Connect to Existing Water Service	EACH

Payment is full compensation for furnishing and placing all materials, fittings, adaptors, polyethylene sheeting, reducers, and other items required for a complete installation.

45. Corporation Stop 1-inch, Item SPV.0060.27; Corporation Stop 2-inch, Item SPV.0060.28.

A Description

This special provision describes furnishing and installing water service corporation stops all as shown on the plans, as further directed by the engineer in the field and as provided by these specifications.

B Materials

Corporation stops are to be manufactured according to AWWA C800 and ASTM B62. Corporation stops are to be ball valve type with double O-ring seals. Outlet shall have compression connection with stiffeners for polyethylene tubing. Service saddles shall be double bolt and stainless steel.

C Construction

Place a double wrap of Teflon tape on the corporation stop threads prior to installation in the main. Install corporation stops in the upper quadrant of the pipe. Provide watertight connection with approved tapping machine and install under main pressure.

Disinfect each corporation stop by immersing it into a 50 parts per million chlorine solution.

The contractor will record the location and size of each corporation stop on a record drawing. Corporation stop locations are to be measured from the closest valve. Submit record drawings to the City of Spooner upon completion of the water main portion of the project.

D Measurement

The department will measure Corporation Stop of each size as each individual corporation stop, 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.0060.27	Corporation Stop 1-Inch	EACH
SPV.0060.28	Corporation Stop 2-inch	EACH

Payment is full compensation for furnishing and placing all materials; tapping the water main, saddles, fittings, excavation, backfilling, removal and disposal of excess or undesirable material, and other items required for a complete installation.

46. Curb Stop & Box 1-inch, Item SPV.0060.29; Curb Stop & Box 2-inch, Item SPV.0060.30.

A Description

This special provision describes furnishing and installing water service curb stop valves and boxes all as shown on the plans, as further directed by the engineer in the field and as provided for by these specifications.

B Materials

Curb stops shall conform to AWWA C800 and have Minneapolis pattern ball type valve with double O-ring sealers. Inlet and outlet shall have conductive compression connection with stiffeners for polyethylene tubing.

Curb boxes will be Minneapolis pattern base, have minimum 1 1/4 inch inside diameter upper section, and be adjustable six inches up and down for 8.0 feet of cover. Bottom threads of curb box will match top threads of curb stop. Lid marked “WATER” with pentagon threaded brass plug. Provide a stainless steel shut-off rod extension for curb stop. The underside of the curb box cover shall have attachment for tracer wire.

C Construction

Locate curb stop and box as shown on the plans. Verify that subgrade material is adequate to support the curb box assembly and install boxes plumb and centered over the tee head. Backfill to avoid displacement or bending of the curb box.

Disinfect each curb stop by immersing it into a 50 parts per million chlorine solution.

Adjust box cover to the required grade and key all curb stops after backfilling to ensure proper location. Include cleaning the box top of all concrete splash. Install tracer wire as shown on plans.

D Measurement

The department will measure Curb Stop and Box of each size as each individual stop, 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.0060.29	Curb Stop and Box 1-inch	EACH
SPV.0060.30	Curb Stop and Box 2-inch	EACH

Payment is full compensation for the curb stop, box, lit, rod extension, precast block, polyethylene sheeting, tracer wire attachment, adjustment, and other items required for a complete installation.

47. Adjust Existing Gate Valve Box, Item SPV.0060.31.

A Description

This special provision describes making final adjustments to new and existing gate valve boxes located in new pavements all as shown on the plans and provided by these specifications.

B Materials

Contractor shall install extensions as required to bring valve box to final grade. Valve boxes damaged by the contractor shall be replaced without cost according to Item Gate Valve and Box.

C Construction

Gate valve boxes will be adjusted to be ½ inch below new pavement according to plan details, or to an elevation as directed by the engineer.

Existing gate valve boxes located in construction areas will be lowered, covered, and protected to allow grading and base course installation. The base course will remain in place until paving operations permit setting the valve box to finished grade.

Boxes to be adjusted shall be protected and paved over during the first lift(s) of paving. Once pavement has cooled, contractor shall then remove asphalt and adjust box up to the final elevation before final paving layer. Removal of pavement for adjustments, shall be with clean saw cut and patched prior to surface layer placement. Saw cuts shall be circular or diamond shaped. Asphalt shall be patched and compacted up to the level of the first paving lift.

All steps of the adjusting valve box process are incidental to this item.

D Measurement

The department will measure Adjust Existing Gate Valve Box as each individual valve, 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.0060.31	Adjust Existing Gate Valve Box	EACH

Payment is full compensation for cast iron adjustment rings, adjusting the existing gate valve, storing or salvaging materials for later incorporation into the work, and other items required for a complete installation.

48. Remove and Salvage Traffic Signals, USH 63 & Walnut Street, Item SPV.0060.32; Remove and Salvage Traffic Signals, USH 63 & STH 70, Item SPV.0060.33.

A Description

This special provision describes the removal and salvage of traffic signal and related equipment at the USH 63/Walnut Street and USH 63/STH 70 intersections as well as all electrical wiring according to the pertinent provisions of standard spec 204 and as hereinafter provided.

The above ground traffic signal and lighting equipment is located at the intersections of USH 63 and STH 70, USH 63 & Walnut Street. This includes the salvaging of all electrical wiring within the project limits.

The above ground traffic signal and lighting equipment and the electrical wiring is the department's property. All DOT signal and lighting equipment shall be carefully loaded and transported to the Eau Claire Electrical Shop.

The Eau Claire Electrical Unit shall be notified at (715) 225-0360 at least 3 business days prior to delivery to coordinate the delivery to 5009 USH 53 South, Eau Claire, WI 54701.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removal and Salvage Traffic Signals, USH 63 & Walnut Street; Remove and Salvage Traffic Signals, USH 63 & STH 70 as each item of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.32	Remove and Salvage Traffic Signals, USH 63 & Walnut Street	EACH
SPV.0060.33	Remove and Salvage Traffic Signals, USH 63 & STH 70	EACH

Payment is full compensation for removing and salvaging traffic signals and associated equipment.

49. Install State Furnished EVP Detector Heads, USH 63 & Walnut Street, Item SPV.0060.34; Install State Furnished EVP Detector Heads, USH 63 & STH 70, Item SPV.0060.35

A Description

This special provision describes the transporting and installing of department furnished Emergency Vehicle Preemption (EVP) Detector Heads.

B Materials

Use materials furnished by the department including: Emergency Vehicle Preemption (EVP) Detector Heads and mounting brackets.

Pick up the department furnished materials at the department's Electrical Shop located at 5009 USH 53 South, Eau Claire, WI 54701. Notify the department's Electrical Field Unit at (715) 225-0360 and make arrangements for picking up the department furnished materials at least five working days prior to picking the materials up.

C Construction

Install the EVP detector heads and mounting brackets and terminate the EVP cable ends at the EVP detector heads as shown on the plans. The department will determine the exact location to ensure that the installation does not create a sight obstruction. The department will install the discriminators and card rack in the cabinet.

Notify the department's Electrical shop at (715) 225-0360 upon completion of the installation of the Emergency Vehicle Preemption (EVP) Detector Heads.

D Measurement

The department will measure transporting and installing of department furnished Emergency Vehicle Preemption (EVP) Detector Heads as each item of work, in place 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
SPV.0060.34	Install State Furnished EVP Detector Heads, USH 63 & Walnut Street	EACH
SPV.0060.35	Install State Furnished EVP Detector Heads, USH 63 & STH 70	EACH

Payment is full compensation for transporting and installing of department furnished Emergency Vehicle Preemption (EVP) Detector Heads, mounting brackets,and terminating the EVP cable ends at the detector heads.

50. Temporary Vehicle Detection USH 63 & STH 70, Item SPV.0060.36.

A Description

This special provision describes furnishing, installing, and maintaining vehicle detection systems at the temporary signalized intersection, in conjunction with temporary traffic signals, as shown in the plans. This work also includes maintaining existing detectors and using newly constructed detectors in conjunction with the temporary traffic signals.

B Materials

With prior approval of the engineer, select the vehicle detection technology best suited for the site conditions and the anticipated construction work zones and activities. The engineer reserves the right to request a demonstration of any or all temporary vehicle detection technologies prior to said approval. Vehicle detection technologies considered shall include, but are not limited to, temporary inductive loops, microwave detection, or video detection. Damage to new pavement for temporary detection loops will not be allowed.

The temporary vehicle detection system shall be considered part of the temporary traffic signals and is subject to the same maintenance and repair requirements as described in the Temporary Traffic Signal for Intersections (location) bid item.

Provide all necessary equipment for the approved method of temporary vehicle detection.

C Construction

Make all connections necessary to use existing loop detectors when required.

Make all temporary connections necessary to use newly constructed loop detectors when required. Do not use new signal conduit when using newly constructed loop detectors.

Use temporary vehicle detection in place of any existing loop detectors or newly constructed loop detectors that are inoperable or if desired.

D Measurement

The department will measure Temporary Vehicle Detection (Location), demonstrated, furnished, installed, and completely operational, as each unit of work per intersection, complete in place and accepted

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	Temporary Vehicle Detection, USH 63 & STH 70	EACH

Payment is full compensation for demonstrating and selecting the vehicle detector technology; furnishing and installing the equipment including all required materials and supplies; cleaning up and properly disposing of waste; using existing or newly constructed loop detectors.

51. Maintain Water Service During Construction, Item SPV.0060.37.

A Description

This special provision describes maintaining water service to all collective customers (businesses and residences) throughout the construction project, as a single item covering all phases and portions of work, for the entire duration of the project.

B Materials

Use materials consistent with Water Main and Water Main Fittings sections of these special provisions and the details shown in the plans.

C Construction

Contractor to maintain continuous water service to all businesses and residences during construction whether using the existing water main and services or setting up one or more temporary water systems that receive the approval of the City of Spooner. Safe water samples shall be taken of the temporary water lines prior to placing them in service, matching the requirements of the Water Main specification.

D Measurement

The department will measure Maintain Water Service During Construction as each unit per project, acceptably completed. Item will be measured as one total unit for the entire project, regardless of number of connections, setups, phases, or time duration necessary for maintaining water service throughout the total period of construction.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.37	Maintain Water Service During Construction	EACH

Payment is full compensation for connecting to existing water main, cutting pipes, providing and installing fittings and adaptors, connections, temporary accommodations, coordination, excavations, backfilling, compaction, piping, removals, maintenance, pedestrian accommodations, city and resident communication, testing, and other items required to complete the installation and successfully maintain continuous water service to all customers throughout construction.

52. Install Conduit Into Existing CINC Vault, Item SPV.0060.38.

A Description

This special provision describes installing proposed conduit into an existing CINC communication vault.

B Materials

Use HDPE conduit, as provided and paid for under other items in this contract. Furnish backfill material, topsoil, fertilizer, seed, and mulch conforming to the standard spec.

C Construction

Contact Daren Bauer at (715) 836-5286 five working days prior to installing conduit into CINC vaults.

Expose the outside of the existing structure without disturbing existing conduits or cabling. Install the HDPE conduit under the bottom of the existing vault and sweep up into the vault without disturbing the existing cabling and without hindering the installation of new cabling within the installed conduit. Drilling through the sidewall of the vault is not permitted. Tamp backfill into place.

D Measurement

The department will measure Install Conduit Into Existing CINC vault by each unit, acceptably installed. Up to five conduits entering a structure per entry point into the existing structure will be considered a single unit. Conduits in excess of five, or conduits entering at significantly different entry points into the existing CINC vault will constitute multiple units of payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.38	Install Conduit Into Existing CINC vault	EACH

Payment is full compensation for excavating, sweeping conduit into base of vault; furnishing and installing all materials, including bricks, coarse aggregate, sand, bedding, and backfill; for excavating and backfilling; and for furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; and for making inspections.

53. Water Main Fittings, Item SPV.0085.01.

A Description

This special provision describes furnishing and installing the necessary joint fittings as shown on the plans, as directed by the engineer in the field, and as provided by these specifications.

B Materials

The Water Main Fittings shall be AWWA C153, ANSI A21.53, cement-lined ductile iron fittings. Mechanical joints shall use corrosion resistant bolts and nuts. Mechanical joint restraints shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C101/A21.10 and have a working pressure of 350 psi. All mechanical joint restraints shall be manufactured in the United States and include a cast identification number consisting of year, day, plant, and shift, referenced to material traceability records related to strength, chemical and nodularity tests performed on during production.

C Construction

Water Main Fittings shall be mechanical type. Joint conductivity shall be provided by means of external copper jumpers across all fitting connections, including mechanical restrained joints. Each joint shall be capable of carrying 500 amps for an extended period. Tracer wire shall be used in lieu of copper jumpers if C900 water main is specified.

Anchorage of Bends, Tee's, Plugs, and Valves: Place concrete blocking at all plugs, bends, and tees and between the fitting and the undisturbed trench wall. Blocking shall be a minimum of 12 inches thick and the minimum area in square feet as follows:

Tee Pipe	Or Plug Sq Ft	1/4 Bend Sq Ft	1/8 Bend Sq Ft	1/32 1/16 Bend Sq Ft
6"	2.9	3.1	1.6	0.8
8"	3.7	5.3	2.9	1.4
10"	5.7	8.1	4.4	2.2
12"	8.1	13.4	6.6	3.2
16"	15.1	21.4	11.6	5.9
20"	23.2	30.2	18.1	9.3
24"	33.6	48.5	26.1	13.3

Size blocking based on larger main at junctions. Ductile Iron Retainer Glands shall be placed on all fittings.

Place on joints of all dead ends 6 inches through 12 inches commencing with the branch fitting.

May be used on ductile iron pipe 6 inches through 12 inches in lieu of tie rods.

Place on all joints as indicated on the details shown on the plans, including typical fire hydrant installation, bed detail and typical gate valve and box installation.

D Measurement

The department will measure Water Main Fittings, in place, by the pound, as listed for Fittings 3 inches to 16 inches in ANSI/AWWA C153/A21.53.88, acceptably completed. The weight of the fittings shall be without joint accessories, bolts, nuts, or mechanical joint retainer glands.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.01	Water Main Fittings	LB

Payment is full compensation for fittings, bolts, nuts, gaskets, equipment, joint accessories, polyethylene sheeting, and all items required for a complete installation.

54. Storm Sewer Pipe PVC 6-inch, Item SPV.0090.01; Storm Sewer Pipe PVC 12-inch, Item SPV.0090.02.

A Description

This special provision describes furnishing and installing new PVC storm sewer pipe according to the plan details, the pertinent requirements of standard spec 608 and as provided in this special provision.

B Materials

Furnish polyvinyl chloride pipe and connectors that are schedule 40 and conform to ASTM D1785 or ASTM D2665. Furnish polyvinyl chloride pipe solvent and cleaner application conforming to ASTM D2855.

C Construction

Lay and maintain all pipe to the lines and grades shown on the plans.

Before lowering pipe into the trench and while suspended, the pipe shall be inspected for defects. Any defective, damaged, or unsound pipe shall be rejected and removed from the project site.

Pipes shall be fitted together and matched so when laid they will form a sewer with a smooth and uniform invert. Securely connect new PVC pipe to existing PVC pipe using solvent-cement joints. Secure new PVC pipe to other pipe types using leak proof flexible elastomeric polyvinyl chloride.

Backfill trenches according to standard spec 608.

D Measurement

The department will measure Storm Sewer Pipe PVC (size) by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Storm Sewer Pipe PVC 6-inch	LF
SPV.0090.02	Storm Sewer Pipe PVC 12-inch	LF

Payment is full compensation for all excavation, backfilling, compaction, dewatering, sheeting, shoring, furnishing and installing pipe, connection materials required, bedding material, backfill material, and other items required for a complete installation.

55. Concrete Curb & Gutter 24-Inch Type D, Item SPV.0090.03.

A Description

This special provision describes constructing concrete curb and concrete curb and gutter according to the details shown in the plans, the requirements of standard spec 601.

B Materials.

Provide materials that conform to the requirements of standard spec 601.2.

C Construction

Construct according to the requirements of standard spec 601.3.

D Measurement

The department will measure Concrete Curb & Gutter 24-Inch Type D in length by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Concrete Curb & Gutter 24-Inch Type D	LF

Payment will be made according to standard spec 601.5.

56. Sanitary Sewer Service PVC 6-inch, Item SPV.0090.04.

A Description

This special provision describes furnishing and installing new sanitary sewer sanitary service and riser pipe all as shown on the plans and provided by these specifications.

B Materials

Pipes shall conform to the following:

Description	Class or Type	Specification	Joint
PVC Sewer Service Pipe	SDR 26	ASTM D3034	Elastomeric Gasket

Provide fittings and pipe of each material type from the same manufacturer.

Provide tracer wire and test access box for each sanitary sewer service lateral. Wire shall be 12-gauge UL-listed solid copper wire with plastic insulation suitable for direct bury installation. All wire, connectors, and installation shall be according to the National Electric Code. Outer color green. Test access box shall be 24-inch high, 2.5-inch shaft diameter with flared bottom, ABS plastic body, including cast iron rim and lid marked “SEWER” with terminal blocks for wire connection.

C Construction

The location and size of sanitary sewer services as shown on the plans are approximate. Actual locations and size may vary from what is shown.

During the unloading process, all pipe and accessories shall be inspected by the contractor. Notify the engineer of all material found defective. The engineer shall inspect the material and have the right to reject any materials found unsatisfactory. Promptly remove all rejected material from the job site. Remove all foreign matter from the inside of the pipe before lowered into its position in the trench. Keep pipe clean by approved means during and after laying.

Removal of existing facilities, trench excavation and backfill and restoration shall be according to the provisions of these specifications.

Lay and maintain all pipe to the lines and grades shown on the plans. Install service pipe at a minimum of 1 percent to a maximum of 2 percent grade. No pipe shall be laid in water or when the trench conditions are unsuitable for such work, except by permission of the engineer. Place watertight plug at end of service pipe. Mark end of service pipe with a 4 by 4 timber set below grade.

Riser pipes shall be extended from the service wye connection at 45-degrees above horizontal to an elevation as required to serve the surrounding property as directed by the engineer. Install riser pipe against undisturbed trench wall.

Removal and disposal of existing sanitary sewer service materials, regardless of size or pipe material, shall be considered incidental to the work.

Installation of pipe shall conform to ASTM D 2321. There shall be no mixing of different manufacturer’s pipe or fittings on a project. Compact haunching area to specified density required by ASTM D2321.

Install tracer wire along entire length of service riser and pipe, from wye to service end and up to access box, taped to top center. Avoid splices and underground connections. If splices are required, provide UL-listed moisture proof connectors, self-sealing compression or heat shrink type. Allow at least 2 feet excess tracer wire to remain coiled beneath test box. Locate test box at property line or as directed by engineer or owner. Mark location with steel fence post or as directed by engineer or owner.

Pipe laying shall proceed from the lowest end of the grade and bell ends of the pipe shall face upgrade. Pipe, which has in any way been disturbed or does not conform to said line and grade before final acceptance, shall be removed and relaid by the contractor at the contractor’s expense.

Pipes shall be fitted together and matched so when laid they will form a sewer with a smooth and uniform invert.

Install gaskets and forms according to manufacturer’s recommendations for use of lubricants, cements, and other special installation requirements.

Trench Excavation Requirements shall conform to specifications listed within Sanitary Sewer special provisions.

All trench excavation and backfilling, including backfill material, compaction, and dewatering shall be considered incidental. All work shall be done by open trench excavation.

Record the location, size, length, and number of bends on services on a record drawing. Measure service locations from the closest downstream manhole. Submit sanitary record drawings to the engineer and Utility upon completion of the sanitary portion of the project.

Reconnect services to the existing sewer and adjusting service without damage to the pipe. Proper watertight joints must be made.

D Measurement

The department will measure Sanitary Sewer Service (size) PVC by length in linear feet from the center of the main to the end of the service complete in place with no deduction for bends or cleanouts, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Sanitary Sewer Service 6-inch PVC	LF

Payment is full compensation for excavation, backfilling, backfill material, compaction, removal and disposal of excess or unsuitable material, labor, tools, equipment, bends, tracer wire, tracer wire box, adjustments, removal of existing service materials, and other items required for a complete installation.

57. Sanitary Sewer Main 8-inch, Item SPV.0090.05; Sanitary Sewer Main 10-inch, Item SPV.0090.06; Sanitary Sewer Main 12-inch, Item SPV.0090.07.

A Description

This special provision describes furnishing and installing new sanitary sewer main piping all as shown on the plans and provided by these specifications.

B Materials

Pipes shall conform to the following, with all related materials provided from the same manufacturer:

Description	Class or Type	Specification	Joint
PVC Sewer Pipe 8-inch	SDR 35	ASTM D3034	Elastomeric Gasket
PVC Sewer Pipe 10-inch	SDR 35	ASTM D3034	Elastomeric Gasket
PVC Sewer Pipe 12-inch	SDR 35	ASTM D3034	Elastomeric Gasket

C Construction

Maintain flow in sanitary sewers on a continuous basis while construction is underway. If required plug sewers with inflatable plug and provide pumps, portable generators, hoses, and related items to maintain flow. During the unloading process, all pipe and accessories shall be inspected by the contractor. Notify the engineer of all material found defective. The engineer shall inspect the material and have the right to reject any materials found unsatisfactory. Promptly remove all rejected material from the job site.

Removal of existing facilities, trench excavation and backfill and restoration shall be according to the provisions of these specifications.

Lay and maintain all pipe to the lines and grades shown on the plans. Set pipe grades with a pipe laser.

Water mains crossing beneath sanitary or storm sewer mains or services shall be laid to provide a minimum separation of 18 inches between the top of the water main and the bottom of the sewer. When water mains pass above a sewer a minimum separation of 6 inches shall be provided.

Separate sewers and manholes at least 8 feet horizontally from any water main.

When connecting to existing sewers, give the Municipal Utilities department 48 hour notice prior to taking a sewer out of service. The contractor shall have approval from the utility and engineer prior to taking the sewer out of service. Disruption of service shall be during the time of day when the least inconvenience will be caused to the owner and kept to a minimum amount of time.

No pipe shall be laid in water or when the trench conditions are unsuitable for such work.

Removal and disposal of existing sanitary sewer, regardless of size or pipe material, shall be considered incidental to the new installations. Clay pipe may be crushed in place if remaining pieces are smaller than 3 inches. Keep clay pipe pieces away from new pipe.

Before lowering pipe into the trench and while suspended, the pipe shall be inspected for defects. Any defective, damaged, or unsound pipe shall be rejected and removed from the site.

Installation of pipe shall conform to ASTM D 2321. Adequate manhole water stops must be provided to prevent infiltration into the sewer system. There shall be no mixing of different manufacturer's pipe or fittings on a project.

Remove all foreign matter from the inside of the pipe before lowered into its position in the trench. Keep pipe clean by approved means during and after laying. Provide temporary plug in the end of incomplete piping at the end of day and when work stops.

Pipe laying shall proceed from the lowest end of the grade and bell ends of the pipe shall face upgrade. Provide watertight plugs at end of stubs installed for future connections. Maximum deviation from staked or plan grade shall be no more than 0.30 feet horizontal and grade slope variation of 0.02 percent.

Pipe shall be laid on solid subgrade material shaped to the contour of the pipe. All pipes shall be laid with ends abutting and true to line and grade. Pipe, which has in any way been disturbed or does not conform to said line and grade before final acceptance, shall be removed and re-laid by the contractor at the contractor's expense.

Pipes shall be fitted together and matched so when laid they will form a sewer with a smooth and uniform invert.

Installation shall conform to ASTM D2321. Compact haunching area to specified density required by ASTM D2321.

Install gaskets and forms according to manufacturer's recommendations for use of lubricants, cements, and other special installation requirements.

Maintain sanitary sewer flow at all times during construction. Maintaining sanitary sewer flow shall be considered incidental.

Trench Excavation Requirements:

Alignment and Grade:

Excavate trench to alignment and grade as staked.

Excavate no more than 100 feet in advance of pipe laying operation.

Trench Width at Pipe Zone:

Center trench on pipe alignment.

Minimum Width: Pipe O.D. plus 12 inches.

Maximum Width: Pipe O.D. plus 24 inches (except rock excavation).

Excavated Materials:

Use stable material for backfill.

Waste unstable material as directed.

Do not place materials on sidewalk, driveways, or drainageways.

Drainage:

Provide drainage excavations when required.

Drain trench water into natural channels or storm sewer.

Do not drain trench water into sanitary sewer.

Rock Excavation:

Blasting shall conform to all local and state ordinances.

Submit blasting schedule for approval.

Minimum trench width: 36 inches.

Provide minimum 6-inch vertical clearance between pipe and rock trench bottom.

Provide minimum 12-inch horizontal clearance between pipe and rock trench walls.

Provide pipe foundation material for pipe in rock trenches.

Pipe Foundations:

Engineer to determine stability of the trench bottom.

Stable trench bottom:

Shape trench bottom to conform to bottom half of pipe.

Excavate bell holes to permit proper jointing.

Unstable trench bottom:

Excavate below pipe grade to specified depth.

Refill with specified foundation material according to plan detail and the special provisions for Backfill Coarse Aggregate No. 2.

Contractor shall receive compensation for Backfill Coarse Aggregate only for bedding pipe not for dewatering or ease of construction. Aggregate volume will be calculated as the pipe diameter plus 2 feet for width multiplied by the pipe length and a maximum depth of 12 inches. Aggregate used to stabilize trench walls, install dewatering equipment, or provide stable foundation outside of the pipe zone shall not be measured. Engineer or owner to approve locations where compensation shall be measured. Excess Aggregate used because of insufficient dewatering shall not be measured.

Trench Backfill Requirements:

Pipe Zone:

Use native or specified foundation material free of rocks and other unsuitable debris.

Deposit material uniformly on both sides of pipe throughout entire trench width.

Place material in 6-inch lifts and mechanically compact.

Above Pipe Zone:

Use native materials free of debris and rock, concrete or clay lumps with a volume greater than 1/3 cubic foot.

Place in uniform lifts no more than 1 foot thick.

Mechanically compact each lift of the upper 3 feet of the trench to a Standard Proctor.

Density of 100 percent.

Mechanically compact each lift under the upper 3 feet of the trench to a Standard Proctor Density of 95 percent.

Do not backfill unless approved compaction equipment is operating.

Replacement Backfill:

Engineer to determine suitability of native material for backfill.

Use replacement backfill in lieu of native materials as directed.

Place according to the above trench backfill requirements for “Above Pipe Zone”.

Excess or Deficiency of Backfill Material:

Dispose of excess backfill material as directed after all trenches are backfilled.

Provide replacement backfill as required to establish required surface elevation.

Field Quality Control:

Density tests on backfill materials will be as directed by the engineer.

Contractor to recompact all areas represented by failed density tests.

Costs for initial test and first retest will be considered incidental.

Costs of subsequent retests to be deducted from contractor's payment.

All trench excavation and backfilling, including backfill material, compaction, and minor dewatering shall be considered incidental. All work shall be done by open trench excavation.

All dewatering of trenches as described in the special provisions for dewatering will be incidental to the construction.

Deflection Test

Deflection tests shall be performed on all sanitary sewer pipe. The test shall be conducted after the final backfill has been in place at least 30 days.

No pipe shall exceed a deflection of 5 percent. If the deflection test is to be run using a rigid ball or mandrel, it shall have a diameter equal to 95 percent of the inside diameter of the pipe. The test shall be performed without mechanical pulling devices. The line will be considered acceptable if mandrel can progress through line without binding. Provide corrective measures for lines not meeting these requirements.

Infiltration Test

Manholes shall be water tight with no leakage permitted. Passing air test will be considered acceptable for compliance with infiltration allowances, unless leakage is observed, or pipe diameter is greater than 27 inches.

For infiltration test, place 90 degree V-notch weirs in locations directed by the engineer to measure leakage in sewer lines. Allowable leakage rate shall be 100 gallons/day/inch diameter/mile of sewer between any adjacent manholes. Provide corrective measures for any line that exceeds the allowable leakage rate.

Air Test

Place inflatable sewer stoppers in manhole at each end of reach to be tested. Connect one end of an air hose to the plug used for the air inlet. Connect the other end of the hose to the portable air control equipment. This equipment consists of valves and pressure gages used to control the rate at which the air flows to the test section and to monitor the air pressure inside the pipe. Connect an air hose between the compressor (or other source of compressed air) and the control equipment. Add air to the pipe section. Monitor the air pressure so that the pressure inside the pipe does not exceed 5.0 psig.

When pressure reaches 4.0 psig, stop the air supply so that the internal pressure is maintained for 2 minutes. These two minutes allow time for the temperature of the air to come to equilibrium with the pipe walls. During this time, check all of the plugs with soap solution to detect any plug leakage. If plugs are found to leak, bleed off the air, tighten the plugs, and begin again by supply air. After the temperature has been allowed to stabilize for the 2-minute period, the air supply is disconnected, and the pressure is allowed to decrease to 3.5 psig. At the 3.5 psig the stopwatch is started to determine the time required for the pressure to drop to 2.5 psig.

The time shall be equal to or greater than the allowable time as follows:

1 Pipe Diameter (inches)	2 Mini Time (minutes: seconds)	3 Length for Minimum Time (feet)	4 Time for Longer Length (seconds)	Specified Minimum for Length (L) Shown (minutes:seconds)							
				100 feet	150 feet	200 feet	250 feet	300 feet	350 feet	400 feet	450 feet
4	1:53	597	.190 L	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427 L	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760 L	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187 L	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54
12	5:40	199	1.709 L	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671 L	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846 L	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235 L	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837 L	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653 L	14:25	21:38	28:51	36:04	43:16	50:30	57:42	64:54
30	14:10	80	10.683 L	17:48	26:43	35:37	44:31	53:25	62:19	71:13	80:07
33	15:35	72	12.926 L	21:33	32:19	43:56	53:52	64:38	75:24	86:10	96:57
36	17:00	66	15.384 L	25:39	38:28	51:17	64:06	76:55	89:44	102:34	115:23
42	19:74	57	20.942 L	34:54	52:21	69:49	87:15	104:42	122:10	139:37	157:04
48	22:67	50	27.352 L	45:35	68:23	91:11	113:58	136:46	159:33	182:21	205:09

The contractor shall receive no additional compensation for tests or corrective work necessary to reduce leakage below the amount allowed by the specifications, correction of excess deflections, or correction of failing air test.

Record the location, size, length, and number of bends on services on a record drawing. Measure service locations from the closest downstream manhole. Submit sanitary record drawings to Rice Lake Utilities upon completion of the sanitary portion of the project.

Reconnect services to the existing sewer and adjusting service without damage to the pipe. Proper watertight joints must be made.

D Measurement

The department will measure Sanitary Sewer Main of each size by length in linear feet from center manhole to center of manhole or connection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	Sanitary Sewer Main 8-inch	LF
SPV.0090.06	Sanitary Sewer Main 10-inch	LF
SPV.0090.07	Sanitary Sewer Main 12-inch	LF

Payment is full compensation for backfill material, excavation, compaction, removal and disposal of existing pipe, disposal of excess material, tracer wire, bypass pumping, testing, and other items required for a complete installation.

58. Televise Sanitary Sewer Main, Item SPV.0090.08.

A Description

This special provision describes televising of newly installed sanitary sewer as a means of verification of proper installation and record keeping.

B Materials

Provide equipment and materials as necessary to professionally televise and record video and measurements of underground sanitary sewer pipe.

Provide two copies of visual and audio record of inspection on color DVD or digital USB drive format. Video shall display footage counter continuously showing distance from reference point and also and stop motion capability. Audio record shall correspond with video and written log.

Provide two copies of typewritten logs of inspection record on a standard format, corresponding with audio and video record.

Provide high resolution color photographs of items encountered during the televising which show damage or areas of concern, or as requested by owner or engineer.

Television Camera shall be specifically designed and constructed for operations associated with sewer inspection, with adequate quality to accurately reproduce all colors and provide a clear, focused picture of the entire pipe interior for all conditions encountered. Camera shall have articulating feature to rotate view in all directions axial to pipe diameter. Camera shall be operative in 100 percent humidity conditions and have an adjustable mounting in order to center lens in a variety of pipe diameters. The built-in light source positioned to minimize reflective glare. Camera to have adjustable focal distance from 6 inches to infinity and articulating feature to provide for viewing of up to 90 degrees in all directions. Travel within pipe requires variable speed operation propelled by either power winch, hand winch, or self-propelled. Must include footage counter to measure distance traveled.

Television Monitor shall be vehicle mounted for viewing in a weather-protected environment. Minimum Screen Size: 9-inch. Minimum 350-line resolution color picture. Display footage counter superimposed on screen.

Also provide vehicles as required, with 2-way radio/telephone communication equipment. Contractor shall provide power source, flow control, and all cables, recording equipment, cameras, and other items necessary to perform the work.

C Construction

Any flagging, signing, barricades, detours, or other traffic control necessary to safely conduct televising operations is the responsibility of the contractor. Notify city and engineer with schedule of televising,and expected traffic disruption and duration.

Propel closed-circuit television camera through designated pipe segments to document condition of pipe, joints, and service connections. Maximum televising velocity 30 to 35 feet of pipe per minute. Move camera through entire pipe segment in a downstream direction. Stop camera at all service connections and rotate view to inspect connection wye opening. Operate camera from remote video monitor display. Record camera from remote video monitor display. Record camera output on recordable media for future viewing. Inspect all newly installed pipe segments.

Televising shall include audio record, to include date and time of inspection, operator name, street or surface location of reference manhole, size and type of pipe being inspected, direction of camera.
A description of all significant items shall include broken or damaged pipe, points of infiltration, root intrusions, scale and corrosion, service connections, pipe deflections, and other discernable features. Include distance of each item from the reference manhole and location of each item with respect to pipe axis.

Contractor shall locate and expose all manholes required for access to sewer systems. Clean and flush pipe segments prior to inspection.

When sewage flows in pipe segment to be inspected exceed minimum levels for a complete inspection of the pipe interior, perform flow control by one of the following control methods. Plugging and blocking shall provide plugs which will allow a controlled release of sewage flow. Insert plugs in the upstream manhole of the pipe segment to be inspected. As the inspection is performed, shut off or reduce flows to minimum acceptable level for adequate inspection. Bypass pumping may also be used to eliminate flow in pipe segment to be inspected by inserting solid plugs in upstream manhole. Provide pumping equipment and

conduits to transfer sewage flows from upstream side of the plug to a downstream manhole, around the pipe segment during the inspection. If excessive flow is entering pipe segment being inspected from outside source, contractor shall coordinate with source owner to stop or reduce flow to acceptable levels and/or reschedule inspection of pipe segment to when flows are at acceptable levels. Coordination, scheduling, equipment, notifications, monitoring, and any damage occurring from stopping or bypassing sewage flows shall be the responsibility of the contractor.

D Measurement

The department will measure Televise Sanitary Sewer by length in linear feet, measured for pipe runs between each manhole being televised, regardless of pipe size, 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.0090.08	Televise Sanitary Sewer	LF

Payment is full compensation for traffic control, jetting, cleaning, filming, gathering and distributing required documentation, and items required for a complete documentation.

59. Water Service 1-inch, Item SPV.0090.09; Water Service 2-inch, Item SPV.0090.10.

A Description

This special provision describes furnishing and installing water service pipe as shown on the plans, as directed the City of Spooner or their engineer in the field, and as provided by these specifications.

B Materials

Water service pipe shall be ASTM B88 Type K copper with compression fittings or polyethylene tubing meeting AWWA C901, PE3408, DR-9 and blue in color. Where polyethylene tubing is used contractor will be responsible for all tracer wire and conductivity. Provide tracer wire that is rated for direct bury applications, #10 AWG solid copper wire with 30 mil polyethylene jacket. Color shall be blue.

C Construction

Coordinate with the City of Spooner regarding temporary water service. Above ground temporary water would have to be approved for use by the City of Spooner. Contact the city at least 48 hours in advance to coordinate and schedule any water shut-offs.

Water services shall be one piece with no coupling between corporation stop and curb stop. Provide minimum 1-foot of slack in the pipe to allow for settlement and movement.

Water services shall have 8.0 feet minimum cover or require insulation. Backfill services according to the bid item Water Main.

Disinfect water services according to water main specifications and flush before connection or burying of final stub.

If contaminated material is found in the service location area, either Type K copper or polyethylene water service material shall be installed as directed by city and engineer, depending on type of contamination.

Furnish and install marker, accurately centered and vertical, over end of each lateral installed that is for future use. Marker shall be 4 by 4 lumber. Place marker in backfill so bottom end touches end of lateral and top of marker is 2-feet above ground level. Depth of lateral, at end, shall be permanently written on marker. Paint marker blue.

Determine horizontal location of each lateral, at point of terminus, by measurement to nearest 0.1-feet, “tied” to minimum of 2, preferably 3, nearby permanent physical features. Note the horizontal location on the as-built plans provided to the City of Spooner.

D Measurement

The department will measure Water Services by the linear foot in place, acceptably completed. The quantity measured for payment shall be the number of linear feet completed and accepted according to the contract measured along the centerline of the service piping. The length to be paid for shall be measured through the corporation stop and the curb stop.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.09	Water Service 1-inch	LF
SPV.0090.10	Water Service 2-inch	LF

Payment is full compensation for furnishing all materials including tubing and fittings; for all end of piping marking; for all excavations; for tracer wire; for removing existing water service; for sheeting and shoring, forming foundations, laying pipe, and making connections to all new or existing facilities, including couplings; for furnishing all bedding material; for backfilling and compaction, testing of backfill compaction, removing sheeting and shoring, removing existing water service materials, cleanup, restoring the site of the work, and other items required for a complete installation.

60. Water Main C900 6-inch, Item SPV.0090.11; Water Main C900 8-inch, Item SPV.0090.12; Water Main C900 10-Inch, Item SPV.0090.13.

A Description

This work shall consist of excavating required trenches, furnishing and installing water mains and backfilling the trenches.

B Material

General - Water main shall be polyvinyl chloride pipe conforming to AWWA C900, thickness class DR-18, Pressure Class 235. Where necessary for connections, short segments, hydrant leads, or fittings, water main may be ductile iron Class 52. Any ductile iron pipe used shall be paid at the PVC unit price.

Pipe Joints - Joints shall be push-on type with elastomeric gaskets conforming to the requirements of ASTM F477. The wall thickness of the bell section shall conform to ASTM D3139. Provide tracer wire that is rated for direct bury applications, #10 AWG solid copper wire with 30 mil polyethylene jacket. Color shall be blue.

Restrain all joints within the Restrained Length shown on the table, below, with restrained mechanical fittings consisting of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C101/A21.10, and have a working pressure of 350 psi. All mechanical joint restraints shall be manufactured in the United States and include a cast identification number consisting of year, day, plant, and shift, referenced to material traceability records related to strength, chemical and nodularity tests performed on during production.

Restrained Length (feet)

Pipe Size (In)	45° Bend	90° Bend	Tee, Hydrant or Dead End
6	11	20	14
8	19	34	24
10	28	51	36
12	39	73	51

C Construction

Manipulation of existing valves required in order to construct work shall be performed by the City of Spooner unless permission has been given on a case-by-case basis. Contact the City of Spooner at least 48 hours in advance to coordinate and schedule any required valve manipulation.

Removal and disposal of existing water main shall be considered incidental to the work.

Inspect water main for defects before placing in trench. Lay pipe to the required alignment and grade. Locate hydrants, valves, and fittings according to plans. Remove all foreign matter from the inside of the pipe before installation.

Provide trench excavation, foundations, and backfill according to the requirements as described under the item for sanitary sewer.

All trench excavation and backfilling, including backfill material, compaction, and minor dewatering shall be considered incidental.

Provide a minimum of 8 feet of cover over the pipe. Greater depths of cover over pipe may be necessary to clear other utilities or provide for future finished grade above pipe. Laying pipe at greater depths than 8 feet shall be considered incidental.

Construct the pipe under the conflicting sewer, where water pipe is in direct conflict with sewers. Provide a minimum 18-inch space when the water main crosses beneath the sewer. Provide a minimum 6-inch space when the water main crosses above the sewer.

Water Main paralleling sanitary sewers shall be laid at least 8 feet horizontally from a sanitary sewer.

Connecting to existing water main: Only representatives of the owner are permitted to operate valves on existing system. Give the owner at least 48-hour notice when it is necessary to take an existing water main out of service. Disruption of water service shall be during a low usage period or when it is the least inconvenient to the user. Have all proper materials and equipment immediately on hand when a water main is taken out of service for connection.

No pipe shall be laid in water or on unsuitable foundation bedding except by permission of the engineer.

Perform the following test upon completion of the water main construction and prior to any external service connections.

Perform a pressure and leakage test on new water main according to the following test procedure according to AWWA C600:

Test Pressure: 150 psi. Test Duration: 2 hours.

Test with valves open to include all stubs and C900 service laterals. Contractor is responsible for removal of air from dead ends by installing taps or corporation stops at locations as approved by engineer and Owner. Upon completion of testing, corporation stops shall be removed and plugged or left in place at the direction of engineer and owner.

Gage requirements include: 4-1/2-inch dial size, 0 to 200 psi range, 2 psi gradation, 1/2 percent accuracy

Do not allow pressure to vary more than 5 psi during the test. Do not allow pressure to vary more than 2 psi during the last hour of the test. Maximum length of main to be covered in any one test shall be 1400 feet.

Allowable Leakage: One-half of the volume allowed by AWWA C600 according to the following:

Leakage is determined by the following formula:

$$L = \frac{SD\sqrt{P}}{266{,}400}$$

L = Allowable Leakage in Gallons Per Hour

S = Length of Pipe Tested in Feet

D = Nominal Diameter of Pipe, in Inches

P = Average Test Pressure During Test, in psi (gauge)

Pressure Test Services: Service pipes may be tested at the time of the foregoing test, if installed, at the contractor's option. However, testing of service pipes may be completed as a separate operation from main testing and, if so, the test pressure shall be 100 psi. Service pipe testing, if done separately, shall be done with the corporation stop open.

Perform Electrical Conductivity Test on Iron Pipe water mains:

Perform a conductivity test within one week after completion of pressure testing of the main on all iron pipe water mains to establish that locating the new main and services may be carried out in the future.

Bacteriological Tests and Disinfection of New Water Mains and Water Services:

All water distribution system or extension to existing system or any valved section of such extension, or replacement, shall be disinfected prior to placing same in service. Disinfection of water main shall be done according to AWWA Standard C651.

Disinfection shall be by tablet or continuous feed method. Hold chlorine in pipe for a minimum period of 24 hours, with an initial dosage of 50 ppm minimum. Residual dosage after hold period shall be 10 ppm. Flush system within 24 hours after disinfection is completed.

City of Spooner shall draw water samples with accommodations made by contractor. Provide 36-hour notice of time when samples are to be taken.

After final flushing, obtain 2 sets of samples taken a minimum of 24 hours apart.

Each sample set shall include one sample for every 1,200 feet of main and one sample at each dead-end. More samples may be required due to staging and installation methods. Any stubs or C900 services which will be tapped in order to release air from the system for pressure testing, shall be made available for testing. The City of Spooner will have the option of requiring safe water samples at these taps.

Ensure that 1 sample is obtained from each branch of main. A minimum of two samples are required.

Perform coliform tests on each sample. Two consecutive safe samples are required from each sample location.

Rechlorinate if any sample tests positive for coliform.

D Measurement

The department will measure Water Main for each size by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.11	Water Main C900 6-Inch	LF
SPV.0090.12	Water Main C900 8-Inch	LF
SPV.0090.13	Water Main C900 10-inch	LF

Payment is full compensation for all excavating, backfilling, dewatering, sheeting, shoring, removing existing water main, for furnishing and installing water mains, pipe joints, tracer wire, bedding material, initial backfill, all test procedures, and other items required for a complete installation.

61. Water Main Wrapped Ductile Iron 8-inch, Item SPV.0090.14.

A Description

This work shall consist of excavating required trenches, furnishing and installing water mains in contaminated soils, and backfilling the trenches.

B Material

General - Water main shall be cement-lined ductile iron pipe Class 52 per AWWA C150 and C151. If contaminated material is present in the excavation, the water main shall be encased with polyethylene sheeting that meets AWWA C105, is 8 mil thick, is Class C black, Type I, and Grade E-1, hydrant ports shall be permanently plugged, fluorocarbon gaskets used, and contaminated soil removed and properly disposed of according to Wisconsin Administrative Code, Department of Natural Resources, NR 500 to 520 code requirements and replaced with clean material. Trench dams must be installed in the trench at the boundaries of contamination to prevent migration along the trench. The trench dam shall consist of clay soil or concrete material. Clay material shall consist of 50 percent fines (200 sieve) or more and be approved for use by the engineer in the field. Concrete shall meet the requirements of standard spec 501.

Pipe Joints - Joints shall be push-on. Provide joint conductivity utilizing conductive gaskets or copper jumpers; minimum 1/16-inch by 1/2-inchwide flat copper strip, or annealed round copper wire conforming to ASTM B152, Type DHP. Nuts and bolts to be silicon bronze. Other conductivity connections by field weld applications.

Restrain all joints within the Restrained Length shown on the table, below, and with materials meeting the requirements of Water Main Fittings item.

	Restrained Length (feet)		
Pipe Size (In)	45° Bend	90° Bend	Tee, Hydrant or Dead End
6	11	20	14
8	19	34	24
10	28	51	36
12	39	73	51

C Construction

Manipulation of existing valves required in order to construct work shall be performed by the City of Spooner only. Contact the city at least 48 hours in advance to coordinate and schedule any required valve manipulation.

Where water main is being replaced, removal of existing water main shall be considered incidental to the work.

Inspect water main for defects before placing in trench. Lay pipe to the required alignment and grade. Locate hydrants, valves, and fittings according to plans. Remove all foreign matter from the inside of the pipe before installation.

Provide trench excavation, foundations, and backfill according to the requirements as shown in the construction details. Install trench dams at the transition between contaminated and non-contaminated native material.

All trench excavation and backfilling, including backfill material, compaction, and minor dewatering shall be considered incidental. Excavated material containing contaminates shall be used or disposed of as required.

Provide a minimum of 8 feet of cover over the pipe. Greater depths of cover over pipe may be necessary to clear other utilities or provide for future finished grade above pipe. Laying pipe at greater depths than 8 feet shall be considered incidental.

Construct the pipe under the conflicting sewer, where water pipe is in direct conflict with sewers. Provide a minimum 18-inch space when the water main crosses beneath the sewer. Provide a minimum 6-inch space when the water main crosses above the sewer.

Water Main paralleling sanitary sewers shall be laid at least 8 feet horizontally from a sanitary sewer.

Connecting to existing water main: Only representatives of the owner are permitted to operate valves on existing system. Give the owner at least 48-hour notice when it is necessary to take an existing water main out of service. Disruption of water service shall be during a low usage period or when it is the least inconvenient to the user. Have all proper materials and equipment immediately on hand when a water main is taken out of service for connection.

No pipe shall be laid in water or on unsuitable foundation bedding except by permission of the engineer.

Perform the following test upon completion of the water main construction and prior to any external service connections.

Perform a pressure and leakage test on new water main according to the following test procedure according to AWWA C600:

Test Pressure: 150 psi. Test Duration: 2 hours.

Test with valves open to include all stubs and DIP service laterals. Contractor is responsible for removal of air from dead ends by installing taps or corporation stops at locations as approved by engineer and owner. Upon completion of testing, corporation stops shall be removed and plugged or left in place at the direction of engineer and owner.

Gage requirements include: 4-1/2-inch dial size, 0 to 200 psi range, 2 psi gradation, 1/2 percent accuracy

Do not allow pressure to vary more than 5 psi during the test. Do not allow pressure to vary more than 2 psi during the last hour of the test. Maximum length of main to be covered in any one test shall be 1400 feet.

Allowable Leakage: One-half of the volume allowed by AWWA C600 according to the following:

Leakage is determined by the following formula:

$$L = \frac{SD\sqrt{P}}{266{,}400}$$

L = Allowable Leakage in Gallons Per Hour

S = Length of Pipe Tested in Feet

D = Nominal Diameter of Pipe, in Inches

P = Average Test Pressure During Test, in psi (gauge)

Pressure Test Services: Service pipes may be tested at the time of the foregoing test, if installed, at the contractor's option. However, testing of service pipes may be completed as a separate operation from main testing and, if so, the test pressure shall be 100 psi. Service pipe testing, if done separately, shall be done with the corporation stop open.

Perform Electrical Conductivity Test:

Perform a conductivity test within one week after completion of pressure testing of the main on all iron pipe water mains to establish that electrical thawing may be carried out in the future.

Perform test after back-filling is completed and while line is at normal operating pressure. Test Current: 350 amperes DC plus or minus 10 percent. Test Duration: 5 minutes.

Test between hydrants in segments of convenient length.

Furnish DC current source, cable and all required equipment of adequate capacity to accomplish the test. Clamp cables to hydrant flange bolts. Conduct test with hydrant in the open position and caps on. Measure current continuously throughout the test with a DC ammeter hooked on a cable lead. Start test at minimum current level and increase to test level. Drain hydrant and tighten caps after test.

Failure of a segment shall be determined by current measurements that are insufficient, intermittent or unsteady. If failure occurs, isolate and correct defective contact points as indicated by failed tests. Retest failed segments after correction.

Bacteriological Tests and Disinfection of New Ductile Iron Pipe Water Mains and Water Services:

All water distribution system or extension to existing system or any valved section of such extension, or replacement, shall be disinfected prior to placing same in service. Disinfection of water main shall be done according to AWWA Standard C651.
Disinfection shall be by tablet or continuous feed method. Hold chlorine in pipe for a minimum period of 24 hours, with an initial dosage of 50 ppm minimum. Residual dosage after hold period shall be 10 ppm. Flush system within 24 hours after disinfection is completed.

The City of Spooner will oversee water samples with accommodations made by contractor. Provide 36-hour notice of time when samples are to be taken.

After final flushing, obtain 2 sets of samples taken a minimum of 24 hours apart.

Each sample set shall include one sample for every 1,200 feet of main and one sample at each dead-end. Any stubs or DIP services which will be tapped in order to release air from the system for pressure testing, shall be made available for testing. The City of Spooner will have the option of requiring safe water samples at these taps.

Ensure that 1 sample is obtained from each branch of main. A minimum of two samples are required.

Perform coliform tests on each sample. Two consecutive safe samples are required from each sample location.

Rechlorinate if any sample tests positive for coliform.

D Measurement

The department will measure Water Main Wrapped Ductile Iron 8-Inch by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.14	Water Main Ductile Iron 8-inch	LF

Payment is full compensation for all excavating, backfilling, dewatering, polyethylene encasement, fluorocarbon gaskets, contaminated material removal, trench dams and associated materials, sheeting, shoring, removing existing water main, for furnishing and installing water mains, sampling, pipe joints, tracer wire, bedding material, initial backfill, all test procedures, and other items required to complete the installation.

62. Install State Furnished Cat-5E Cable, Item SPV.0090.15.

A Description

This special provision describes the transporting and installing of state supplied Cat-5E Cable.

B Material

Pick up the state-furnished Cat-5E cable at the Northwest Region – Eau Claire Office Electrical Field Unit at 5009 USH 53 South, Eau Claire, WI 54701. Notify the Electrical Field until at (715) 577-0662 to make arrangement for picking up the department furnished materials at least five working days prior to material pick-up.

C Construction

Install the Cat-5E Cable according to the plans from the pull box nearest the traffic signal base to the cabinet. Provide an extra 6-foot loop of cable in each pull box. Provide an extra 12-foot loop of cable at locations provided by the engineer. All open field ends shall be taped and covered with a sealant according to standard spec 655.3.1.

Mark the cabinet end of the Cat-5E Cable appropriately to indicate the equipment label (i.e. V1, V2, etc.) in the traffic signal control cabinet. Neatly coil a minimum of 15-ft of extra cable in the traffic signal cabinet for connection to the traffic signal cabinet equipment by others and coil a minimum of 75-feet of extra cable in the pull box nearest the signal base.

Notify the Northwest Region – Eau Claire Office Electrical Field Until at (715) 577-0662 upon installation completion at the intersection.

D Measurement

The department will measure Install State Furnished Cat-5E Cable by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.15	Install State Furnished CAT-5E Cable	LF

Payment is full compensation for transporting and installing Cat-5E Cable; for furnishing and installing all connectors, including wire nuts, splice kits, tape, insulating varnish or sealant.

63. Modular Block Retaining Wall, Item SPV.0165.01.

A Description

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

B Materials

B.1 Proprietary Wall Systems

The supplied wall system must be from the department's approved list of Modular Block Gravity Landscape Wall systems. Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The department maintains a list of pre-approved proprietary wall systems. See the approved products list titled "Proprietary Retaining Wall System Vendors." The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The department also maintains a separate list of plants pre-approved by the department to provide wall facing units. See the approved products list titled "Precast Concrete and Block Fabricators." The identity of the plant manufacturing the facing units shall be furnished to the engineer at least 14 days prior to the project delivery.

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

To be eligible to provide wall facing units for this project, a block manufacturing plant must be pre-approved by the Bureau of Technical Services and added to that list prior to the bid closing date. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Technical Services at the following email address: DOTProductSubmittal@wisconsin.gov.

B.2 Design Requirements

It is the responsibility of the contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design conforms to the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit shop drawings to the engineer conforming to 105.2 with electronic submittal to the fabrication library under 105.2.2. Certify that shop drawings conform to quality control standards by submitting department form DT2329 with each set of shop drawings. Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

The plans and shop drawings shall be prepared on reproducible sheets 11-inch by 17-inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the WisDOT project identification number and structure number. Design calculations and notes shall be on 8 1/2-inch by 11-inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

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

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

Walls shall be designed for a minimum live load surcharge of 100 psf according to Chapter 14 of the WisDOT LRFD Bridge Manual or as shown on the plans.

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

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

The design of the wall by the contractor shall consider the internal and compound stability of the wall mass according to AASHTO LRFD 11.10.6. Internal stability shall also be considered at each block level. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. The width of the modular block (front face to back face) shall be included in the design computations and shown on the wall shop drawings. Blocks must have a minimum width of 8 inches. Block widths may vary among courses but shall consist of only a single block. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software program used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

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

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

Wall facing units shall be installed on a leveling pad.

B.3 Wall System Components

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

B.3.1 Wall Facing

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

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

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

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

- Solid precast concrete unit designed to be compatible with the remainder of the wall. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material.
- A formed cast-in-place concrete cap. A cap of this type shall have texture, color, and appearance, as noted on the plans. The vertical dimension of the cap shall not be less than 3 1/2 inches. Expansion joints shall be placed in the cap at a maximum spacing of 20 feet unless noted otherwise on the plan. Use Grade A, A-FA, A-S, A-T, A-IS, A-IP or A-IT concrete conforming to standard Spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

Block dimensions may vary no more than ±1/8 inch from the standard values published by the manufacturer. Blocks must have a minimum width (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portions of the block is 1¾ inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

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

All block materials shall be furnished palleted and banded, with every pallet marked for quantity, lot number, lot size, manufacturing plant, and manufacturing date(s). Materials furnished loose or unmarked will be rejected. Rejected materials shall be removed from the project at no cost to the department.

B.3.1.1 Material Testing

Perform or procure quality control testing of project materials according to the following requirements:

Test	Method	Requirement	
		Dry-cast	Wet-cast
Compressive Strength (psi)	ASTM C140 or ASTM C39 [4]	5000 min.	4000 min.
Air Content (%)	AASHTO T152 [4]	N/A	6.0 +/-1.5
Water Absorption (%)	ASTM C140 [3]	6 max.	N/A
Freeze-Thaw Loss (%) 40 cycles, 5 of 5 samples 50 cycles, 4 of 5 samples	ASTM C1262[1][2][3]	1.0 max. 1.5 max.	N/A

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

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

[3] An independent testing laboratory shall control and conduct all sampling and testing under ASTM C140/Water Absorption and ASTM C1262. Prior to sampling, the manufacturer shall identify materials by lot. Five blocks per lot shall be randomly selected for testing. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory.

[4] The manufacturer may perform their own quality control testing under ASTM C140/Compressive Strength, ASTM C39, and AASHTO T152, if qualified for this work under the requirements for plant certification.

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

The certified test report shall include the following:

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

Quality control testing of project materials shall be completed not more than 18 months prior to delivery. Lot size shall not exceed the maximum testing frequencies, which shall not exceed 5000 blocks for dry-cast blocks and the lesser of 150 CY or one day's production for wet-cast blocks. Test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting reports will be rejected and shall be removed from the project at no expense to the department.

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

B.3.2 Leveling Pad

Provide an unreinforced cast-in-place concrete or base aggregate leveling pad. Use Grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class III Concrete. Use Base Aggregate Dense 1 1/4-Inch conforming to standard spec 305.

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

The minimum width of the base aggregate leveling pad shall be as wide as the proposed blocks plus 12 inches, and the modular blocks centered on the leveling pad. The minimum thickness of the leveling pad shall be 12-inches after compaction.

B.3.3 Backfill

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

Wall Backfill, Type A, shall comply with the requirements for Coarse Aggregate Size No. 1 as given in standard spec 501.2.5.4. All backfill placed within a zone from the top of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

A layer of Geotextile Type "DF" (Schedule B) shall be placed vertically between the backfill and the Type A backfill. The geotextile shall extend from the top of the leveling pad to 6 inches below the surface of the retained soil. The geotextile shall then wrap across the top of the Type A backfill to the back of block wall facing.

Backfill placed between retained soil and Type A backfill shall comply with the requirements for Granular Backfill Grade 1 as contained in standard spec 209.2.2. The contractor may substitute Type A Backfill for Granular Backfill Grade 1.

C Construction

C.1 Excavation and Backfill

Excavation and preparation of the foundation for the wall and the leveling pad shall be according to standard spec 206. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall.

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

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

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

C.2 Compaction

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

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

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the modular blocks.

C.3 Wall Components

C.3.1 General

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

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

C.3.2 Leveling Pad

Provide an unreinforced cast-in-place concrete or base aggregate leveling pad as shown on the plans. Vertical tolerances shall not exceed 3/4-inch when measured along a 10-foot straight edge. Allow the concrete to set at least 12 hours prior to placing wall facing units.

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

C.4 Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan.

D Measurement

The department will measure Modular Block Retaining Wall by the square foot, acceptably completed. The department will compute the measured quantity from the theoretical pay limits the contract plans show. The department will make no allowance for wall area constructed above or below the theoretical pay limits. All work beyond the theoretical pay limits is incidental to the cost of work. The department will make no allowance for as-built quantities.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Modular Block Retaining Wall	SF

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

64. Sanitary Manhole Excess Depth 4-FT Diameter, Item SPV.0200.01.

A Description

This special provision describes furnishing and installing sanitary manholes in excess of 8 feet in depth as shown on the plans and provided by these specifications.

B Materials

The material for excess sanitary manhole depth shall conform to the requirements as listed in the item Sanitary Manhole with Casting.

C Construction

Construct Excess Sanitary Sewer Manhole Depth according to requirements as listed in item Sanitary Manhole with Casting.

D Measurement

The department will measure Sanitary Manhole Excess Depth by height in vertical feet for all manhole depth and diameters in excess of 8 feet from finished top of casting to invert of the manhole, acceptably competed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0200.01	Sanitary Manhole Excess Depth 4-FT Diameter	VF

Payment is full compensation for all material, labor, tools, equipment, excavation, backfilling, compaction, materials required to add height to outside drops on structures, and other items required to complete the installation.

65. Appendix A-C.

Appendix A: Wage Rate Requirements

Appendix B: Special Contract Requirements

Appendix C: Project Sign

APPENDIX A

Wage Rate Requirements

DOCUMENT 00 73 43

WAGE RATE REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Wage Rates.
   2. Equal Employment Opportunity.

B. Related Sections:
   1. General Conditions, Supplementary Conditions and Division 1 sections apply to the Work of this Section.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 WAGE RATES

A. Wage rates shall be determined by the Federal Government.

B. Post wage rates in conspicuous and easily accessible location at the Site.

C. Contractor shall submit affidavit with Owner stating he has complied with the provisions and the requirements of the Wage Rate Determination, and has received evidence of compliance from each of his agents and subcontractors.

D. Wage Rate Determination is included at the end of this section.

3.02 EQUAL EMPLOYMENT OPPORTUNITY

A. Post copies of the equal employment opportunity notice in a location available to employees or applicants for employment.

END OF DOCUMENT

APPENDIX B

Special Contract Requirements

DOCUMENT 00 74 00

SPECIAL CONTRACT REQUIREMENTS

See Attached

POTENTIAL CONFLICT OF INTEREST DISCLOSURE

US 63 Downtown Utility Improvements
City of Spooner, Wisconsin

Do you have family or business ties to any of the people listed below?
Yes ☐ No ☐

If yes, please check the box next to the name(s) of the individual(s) and describe the relationship in the space provided below:

ELECTED OFFICIALS:

- ☐ Gary J. Cuskey, Mayor
- ☐ Richard Coquillette, Council Member
- ☐ Tim Donovan, Council Member
- ☐ Carol Dunn, Council Member
- ☐ Daryl Gabriel, Council Member
- ☐ Charles Gagnon, Council Member
- ☐ Michelle Ortmann, Council Member
- ☐ John Parker, Council Member
- ☐ Terri Reiter, Council Member

CITY OF SPOONER ADMINISTRATION, DEPARTMENT HEADS AND LEGAL COUNSEL:

- ☐ Gary Johnson, Utility Superintendent
- ☐ Krista Lyons-Hartwig, City Treasurer
- ☐ Patricia Parker, City Clerk
- ☐ William Marx, City Administrator/Engineer

ENGINEERING AND CONSULTING FIRM(S):

- ☐ Bryan Cunningham, Engineer, SEH
- ☐ Nate Day, SEH, Grant Writer, SEH
- ☐ Lori Bowe, Grant Administration, SEH

Description of Relationship(s):

Please Note: The name of any bidder with a potential conflict of interest will be disclosed at the City Council meeting in which bids are discussed. Potential conflicts of interest will be reviewed in accordance with 24 CFR 570.489(h).

Printed Name of Individual	Title	Signature
Name of Business/Firm/Company		Date Signed [MM/DD/YYYY]

24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

Code of Federal Regulations Title 24 570.489(h) Program administrative requirements

(h) Conflict of interest:

(1) Applicability. (i) In the procurement of supplies, equipment, construction, and services by the States, units of local general governments, and sub-recipients, the conflict of interest provisions in paragraph (g) of this section shall apply.

(ii) In all cases not governed by paragraph (g) of this section, this paragraph (h) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its sub-recipients, to individuals, businesses and other private entities.

(2) Conflicts prohibited. Except for eligible administrative or personnel costs, the general rule is that no persons described in paragraph (h)(3) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

(3) Persons covered. The conflict of interest provisions for paragraph (h)(2) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub-recipients which are receiving CDBG funds.

(4) Exceptions: Thresholds requirements. Upon written request by the State, an exception to the provisions of paragraph (h)(2) of this section involving an employee, agent, consultant, officer, or elected official or appointed official of the state may be granted by HUD on a case-by-case basis. In all other cases, the state may grant such an exception upon written request of the unit of general local government provided the state shall fully document its determination in compliance with all requirements of paragraph (h)(4) of this section including the state's position with respect to each factor at paragraph (h)(5) of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the state or unit of general local government as appropriate. An exception may be considered only after the state or unit of general local government, as appropriate, has provided the following:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(ii) An opinion of the attorney for the state or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate state or local law.

(5) Factors to be considered for exceptions. In determining whether to grant a requested exception after the requirements of paragraph (h)(4) of this section have been satisfactorily met, the cumulative effect of the following factors, where applicable, shall be considered:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (h)(3) of this section;

(vi) Whether undue hardship will result either to the State or the unit of general local government or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.

GRANTEE/UGLG NAME: City of Spooner
DEHCR GRANT AGREEMENT #: _____

LOBBYING CERTIFICATION FROM THE

☐ Municipality/UGLG: _____
☐ Contractor/Sub-Contractor
☐ Other: _____

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. 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 an 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.

2. 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 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 Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

_____
Name of Municipality/UGLG/Business/Firm

_____ _____ _____
Signature of the Chief Elected Official, Owner, or Chief Executive Officer *Title* *Date Signed*

_____
Printed Name of the Chief Elected Official, Owner, or Chief Executive Officer

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ **Prime** ☐ **Subawardee** Tier _____, *if known*: **Congressional District**, *if known*: 4c	**Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

PRINT

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT 6-A: EQUAL OPPORTUNITY CLAUSE (EO 11246)

(FOR CONTRACTORS)

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated, without regard to their race, color, religion, sex, or national origin. Such action 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
3. The contractor shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment.
4. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Energy, Housing and Community Resources and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and others.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor shall include the provisions of paragraphs 1 through 7 in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The contractor will take such action with respect to any sub-contract or purchase order as DEHCR may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by DEHCR, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
8. The UGLG further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided that if the UGLG participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

9. The UGLG agrees that it will assist and cooperate actively with DEHCR and the Secretary of Labor in obtaining the compliance of contractors and sub-contractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

10. The UGLG further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and sub-contractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the UGLG agrees that if it fails or refuses to take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurances of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

ATTACHMENT 6-B: SECTION 3 CONTRACT LANGUAGE REQUIREMENTS

Include the following language in all contracts and sub-contracts funded with CDBG dollars:**

1. Section 3 of the Housing and Urban Development Act of 1968. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulation.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the sub-contractor in this Section 3 clause, upon a finding that the sub-contractor is in violation of the regulations in 24 CFR 135. The contractor will not sub-contract with any sub-contractor where the contractor has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.
6. Non-compliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians; and (ii) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-Owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

** This language is only required for those contracts and sub-contracts regarding project activities that are funded with CDBG dollars. However, it is strongly recommended that this language be included in ALL contracts regardless of the funding source to avoid any unnecessary problems later in the project cycle.

AFFIRMATIVE ACTION REQUIREMENTS (EO 11246)

(Applicable to construction contracts/sub-contracts exceeding $10,000)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

   Goals for Women = **6.9 percent** (this goal applies nationwide)

   Goals for minority participation = _____ (this goal applies county-wide)
   (Insert goals** – see next page**)

   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 a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. The contractor is also subject to the goals for both its federal and nonfederal construction.

3. The contractor's compliance with the Executive Order and the regulations in 41 CFR 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 established for the geographical area where the contract resulting from this solicitation is to be performed. 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 60-4. Compliance with the goals will be measured against the total work hours performed.

4. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction sub-contract in excess of $10,000 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 sub-contractor; employer identification number; estimated dollar amount of the sub-contract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

   As used in this notice, and in the contract resulting from this solicitation, the "covered area" is a description of the geographical areas where the contract is to be performed indicating the state, county and city, if any.

GOALS FOR WOMEN AND MINORITY UTILIZATION IN CONSTRUCTION

These goals apply to all federally assisted construction contracts and sub-contracts in excess of $10,000 (EO 11246). All hours of work (federal and non-federal) in each trade, regardless of the location of work, are subject to these goals.

Directions: Use the applicable county percentage below to fill in the "Goals for minority participation" on the previous page.

A. Goals for Women--6.9 percent (this goal applies nationwide).

B. Minority Goals--percentage listed for each county:

Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	.6
Barron	.6	Jackson	.6	Price	.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	.6	Richland	1.7
Buffalo	.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	.6
Calumet	.9	La Crosse	.8	St. Croix	2.9
Chippewa	.5	Lafayette	.5	Sauk	1.7
Clark	.6	Langlade	.6	Sawyer	.6
Columbia	1.7	Lincoln	.6	Shawano	1.0
Crawford	.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	.6	Taylor	.6
Dodge	7.0	Marinette	1.0	Trempealeau	.6
Door	1.0	Marquette	1.7	Vernon	.6
Douglas	1.0	Menomonie	1.0	Vilas	.6
Dunn	.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	.5	Monroe	.6	Washburn	.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	.6	Waukesha	8.0
Forest	1.0	Outagamie	.9	Waupaca	1.0
Grant	.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	.6	Winnebago	.9
Green Lake	1.0	Pierce	2.2	Wood	.6

ATTACHMENT 6-D: FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CLAUSES CONSTRUCTION CONTRACT SPECIFICATIONS (EO 11246)

(Applicable to construction contracts/sub-contracts exceeding $10,000)

1. As used in these specifications: (41 CFR 60-4.3)
   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
   c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
   d. "Minority" includes:
      i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture or origin, regardless of race);
      iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any sub-contractor at any tier, sub-contracts a portion of the work involving any construction trade, it shall physically include in each sub-contract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or sub-contractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or sub-contractors toward a goal in an approved Plan does not excuse any covered contractor's or sub-contractor's failure to take good faith effort to achieve the Plan goals and timetables.

   The contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered areas. Covered construction contractors performing contracts in geographical areas, where they do not have a federal or federally assisted construction contract, shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of

Federal Contract Compliance Programs office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.

5. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

6. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a) Ensure and maintain a working environment, free of harassment, intimidation, and coercion at all sites, and in all facilities where the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority and female individuals working at such sites or in such facilities.

   b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

   c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female applicant and minority or female referral from a union, a recruitment source or community organization and what, if any, action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union, or if referred, not employed by the contractor, this shall be documented in the file with the reason along with whatever additional actions the contractor may have taken.

   d) Provide immediate written notification to the Director when the union contractor has a collective bargaining agreement which has/has not referred a minority person or woman, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

   e) Develop training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7(b) above.

   f) Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the

policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h) Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification and discussing the contractor's EEO policy with other contractors and sub-contractors with whom the contractor does, or anticipates, doing business.

i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one-month prior to the date of the acceptance of applications for apprenticeship of other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.

l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o) Document and maintain a record of all solicitations of offers for sub-contractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

7. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations [7 (a) through (p)]. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7(a) through (p). of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on

the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documents that demonstrate the effectiveness of actions taken on behalf of the contractor. The obligations shall not be a defense for the contractor's noncompliance.

8. A single goal for minorities and a separate single goal for women must be established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goal for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

9. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

10. The contractor shall not enter into any sub-contract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

11. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing sub-contracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Officer of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

12. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR60-4.8.

    The contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

13. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

ATTACHMENT 7-B: DAVIS-BACON AND RELATED ACTS (DBRA)

A. Force Account - Under most Davis-Bacon statutes, only employees of contractors or sub-contractors are subject to Davis-Bacon wage requirements. In some instances, rather than contracting or sub-contracting out construction work, a grant recipient performs the construction in-house, with its own "force account" employees. Such force account work is not subject to Davis-Bacon wage requirements under statutes that cover only employees of contractors and sub-contractors. Furthermore, the USDOL does not consider a state or local government to be a contractor, even if it enters into a contract to perform construction work (see 29 CFR Section 5.2(h)). However, under the Housing and Community Development Act of 1974, a private firm that receives federal assistance funds indirectly from a recipient pursuant to a written procurement contract of sub-grant agreement that provides for the performance of construction work is considered a contractor or sub-contractor, and the force account exception **does not** apply to construction activity performed by employees of such a firm.

   Laborers and mechanics employed by a local or state agency PHA (Public Housing Authority only), even though not employed by a contractor, are subject to Davis-Bacon when performing development work financed by the U.S. Housing Act of 1937, as amended. Davis-Bacon federal wage requirements are not applicable where such employees are used in work defined as major repairs (deferred maintenance) pursuant to 24 CFR 868.3 and 868.9(h), which constitute project operation rather than development.

B. Compliance and Certification Parameters - HUD policy clearly affords federal wage protection for all laborers and mechanics, regardless of contractual relationship. There is no exception to this protection for self-employed laborers or mechanics, including owners of businesses, sole proprietors, partners, corporate officers, or others. Laborers and mechanics may not certify to the payment of their **own** federal wages **except** where the laborer or mechanic is the owner of a business working on the site of the work with his/her own crew.

   Accordingly, HUD and program participants responsible for labor standards administration and enforcement **may not** accept certified payrolls reporting single or multiple owners (e.g., partners) are certifying that they have paid to themselves the prevailing wage for their craft. A sole proprietor may not submit a payroll reporting himself or herself as simply "Owner" signing the certification as to his/her own wage payment from "draws" or other payment methods. Nor may several mechanics submit a payroll reporting themselves as "partners" with one or more certifying as to the payment of their wages or salaries. Such mechanics must instead be carried on the certified payroll of the contractor or sub-contractor for whom they are working and with whom they have executed a "contract" for services.

   In these cases, maintenance of an accurate accounting of weekly work hours including any overtime hours for such mechanics is essential. Whatever method of compensation computation is utilized (piecework, weekly contract draw performance), the amount of weekly compensation divided by the actual hours of work performed for that week must result in an "effective" hourly wage rate for that week that is not less than the prevailing hourly rate for the type of work involved. This computation must take into account overtime pay rates (i.e., one and one-half) for all hours worked in excess of 40 hours per week, pursuant to the CWHSSA, where applicable, and pursuant to the Fair Labor Standards Act where CWHSSA is not applicable.

   The name, work classification, actual hours of work, effective hourly wage rate, and wage payment for each such mechanic and laborer must be reported and certified on the responsible employer's weekly payroll. Note that the effective hourly wage rate for such mechanics and laborers may fluctuate from week to week. However, the effective hourly wage rate may not be less than the minimum prevailing wage rate for the respective craft.

   In any case, where the effective rate falls below the corresponding craft prevailing wage rate, the responsible employer must compensate the mechanic at no less than the prevailing wage rate on the wage determination for the craft.

C. Business Owners Working with Their Crew - Owners of businesses working with their crew on the same HUD-assisted job site **may** certify to the payment of their own federal wages in conjunction with the prevailing wages paid to their employees. This exception to compliance standards **does not** suggest that such owners are not likewise entitled to prevailing wages for their labor. Rather, it accepts the wage payment certification on weekly payroll reports by the owner of his/her own wages as that certification **accompanies** the certification offered for payment of prevailing wages to his/her employees. On weekly payroll reports, include the owner's name, identifying him/her as "owner," and the daily and total hours worked on the covered project for the week. Omit the Rate of Pay and Amount Earned.

D. Owner-operators of Power Equipment - Frequently, owner-operators of power equipment (e.g., backhoes, front-end loaders) will contract for services at a rate for both "man and machine." In these cases, the owner-operator includes liability, equipment maintenance, and salary in an hourly or contract rate for services. Because of the prevalence of such practice and the inherent difficulty in ascribing costs for liability and maintenance costs verses hourly labor salary, HUD and its program clients may accept a combined ("man and machine") hourly rate on the responsible contractor's certified payroll provided that such hourly rate may not be less than the rate on the wage determination for the respective power equipment operator. **Note:** Owner-operators of power equipment, like self-employed mechanics, **may not** submit their own payrolls certifying to the payment of their own wage **but** must be carried on the responsible contractor's certified payroll report. Include the name, work classification, and actual hours worked. Upon completion of the contract, verify the pay by taking the amount paid to the sub-contractor (documented with copies of all invoices identified for this job) and divide by the hours reported on the certified payrolls. Compare the actual hourly wage rate with the rate in the Wage Determination. If the actual hourly wage is less than the Davis-Bacon Wage Rate, collect and disburse the wage underpayments.

E. "Owner Operator" Truck Drivers - A USDOL administration policy excludes bona fide owner-operators of trucks who are independent contractors from Davis-Bacon/CWHSSA provisions concerning their own hours of work and rate(s) of pay. These truck "owner-operators" can certify to their own weekly payrolls **but** the payrolls do not need to show the hours worked or rates allegedly paid - only the notation "Owner-operator." **Note** that any laborers or mechanics, including truck drivers, employed by the owner-operator/independent contractor are subject to Davis-Bacon/CWHSSA provisions in the usual manner.

This policy **does not** pertain to owner-operator of other equipment such as backhoes, bulldozers, cranes and scrapers (i.e., power equipment as noted in the paragraph titled "Owner-operators of Power Equipment," above).

"Contractor's" Truck Drivers Based on the decision made in the Midway Excavating trial, (Building and Construction Trades Department, AFL-CIO vs. USDOL Wage Appeals Board "Midway") truck drivers employed by contractors are only covered by federal wage requirements when they are performing labor on the site of the work. (e.g. if the UGLG is building a highway and the truck driver is loading, unloading, spreading, or driving back and forth on the site, then the truck driver is covered). Hauling materials to or from the site, if not performed on the site, is not covered time. HUD has advised that they currently believe unloaded are likewise not covered.

F. Determining Proper Classification for Various Work - Questions as to the proper classification of a laborer or mechanic for various types of work are resolved by making an area-practice determination. In determining the proper classification for work performed on a project, it is immaterial whether the contractor is union or nonunion.

On projects where the federal wage rate for the classifications in question within the applicable wage determination is based on negotiated rates, the prevailing practice concerning work performed in those classifications is to follow the practice observed on projects built by contractors who are a signatory to the collective bargaining agreements. Therefore, unless there is a jurisdictional dispute between the crafts, the duties ascribed to any job classification will be the same as those outlined in the appropriate collective bargaining agreements. If the collective

bargaining agreements are silent on this issue, the local unions involved must be consulted. Conversely, in areas where open shop (non-union) rates are determined to prevail for the classifications in question, those prevailing job practices followed on projects by open shop contractors in the same area become area practice.

G. Helpers - The **classification of Helper in any trade will be very difficult to have approved by the USDOL.** If the contractor wants to pursue a helper classification through the USDOL, they should contact the Labor Standards Specialist at DOA.

H. Relatives - There are no exceptions made in the enforcement of Davis-Bacon on the basis of family relationship for relatives who are performing the work of laborers or mechanics. They **must be paid the federal wage rate for the classification of work performed and be included on the certified payrolls.**

I. Volunteers - HUD allows for the waiver of Davis-Bacon wage rates for volunteers that are **not otherwise employed** at any time of the work for which the individual volunteers. Contact DOA's Labor Standards Specialist for more details if the community plans on using volunteers on the construction site.

J. Job Corps Workers - USDOL staff in Washington, DC has informed HUD staff that Job Corps workers are not exempt from Davis-Bacon wage when they are working on a job subject to the Davis-Bacon Act.

K. Employees of a Governmental Body -The USDOL has taken the position that the prevailing wage requirements does not apply to employees of a state or political subdivision of a state, but shall apply to employees of a private contractor who is sub-contractor of the state or political subdivision. This rule does not apply to the Public Housing Authority (PHA) employees under the U.S. Housing Act of 1937 (see paragraph A. in this section). **Employees of utilities are exempt providing they are only extending existing service to the property.**

L. Employees Performing Work in More than One Classification - (Split Classification) if the UGLG/contractor has employees who perform work in more than one trade during a work week, it can pay the wage rates specified for each work classification in which work was performed **only** if maintaining accurate time records showing the amount of time spent in each classification. If the UGLG does not maintain accurate time records, it must pay these employees the highest wage rate of all the classifications of work performed. **Work, which is normally performed as part of the mechanic's craft, is not separable.**

M. Laborers and Mechanics – Definition - The terms "laborers" and "mechanics" are construed to include at least those workers whose duties are manual or physical in nature as distinguished from mental or managerial. Since the classifications of laborers and mechanics to who specified wage rates are payable are identified in the Davis-Bacon wage rate, there is ordinarily no need to distinguish between laborers and mechanics. However, **mechanics are generally considered to include any worker who uses tools, or who is performing the work of a trade.**

N. Precutting of Parts and Prefabrication of Assemblies - The precutting of parts and/or the prefabrication of assemblies are not covered unless conducted in connection with and at the site of the project, or in a temporary plant set up elsewhere solely to supply the needs of the project.

O. Supply and Installation Contracts -The manufacturing or furnishing of materials, articles, supplies, or equipment is not subject to prevailing wages unless conducted in connection with and at the site of the project, or in a temporary plant set up elsewhere solely to meet the needs of the project.

P. Start of Construction - "Start of Construction," as that term is used in connection with labor standards and prevailing wage requirements, means the beginning of initial site clearance and preparation, provided those activities are pursued diligently and are followed without appreciable delay by other construction activity.

Q. Site of Work - The "site of work" is limited to the physical place or places where the construction called for in the contract will remain when work on it has been completed and to other adjacent or

nearby property used by the contractor in such construction which can reasonably be said to be included in the "site" because of proximity. **Operations of a commercial or material supplier established in the proximity of but not on the active site of work prior to the opening of bids are not covered by the Act even if dedicated exclusively to the federal project for a time.**

R. Fringe Benefits – Funded Plans - A contractor may credit contributions for "bona fide" fringe benefits regardless of whether the USDOL has found the particular benefits to be prevailing in the area. Such fringe benefits must be "bona fide." Ordinarily, bona fide benefits are those common to the construction industry and are paid directly to the employee in cash or into a fund, plan, or program on the employee's behalf. Contractors may take credit for contributions made under such conventional plans without requesting approval of the USDOL.

S. Fringe Benefits – Unfunded Plans - Where fringe benefit plans are not of the conventional type, it will be necessary for the USDOL to determine if the benefits are "bona fide." **Contractors seeking approval of unfounded plans must obtain approval from the USDOL.** Contact DOA for more details.

T. Fringe Benefits – General

1. Contributions to funded plans must be made at least quarterly.
2. When the cash paid and the per-hour contribution for benefits do not equal the total rate set forth in the wage determination, the difference must be paid to the employee in cash.
3. Fringe benefits must be paid for straight time and overtime; however, fringe benefits are not included when computing the overtime rate.
4. Employees who are excluded from funded plans for whatever reason must be paid fringe benefits in cash.
5. **Note:** Vacation and sick leave plans are generally unfunded, paid from the contractor's own account, and require USDOL approval before a contractor takes credit toward meeting the fringe benefit obligation.
6. In determining the cash equivalent credit for fringe benefits payments, the period of time to be used is the period covered by the contribution. For example, if an employer contributes to a plan on a weekly basis, the total hours worked each week (federal and nonfederal) by each employee should be divided into the contribution made by the employer.
7. Acceptable fringe benefits include the following: medical or hospital care; pensions on retirement or death; compensation for injuries or illness resulting from occupational activity; or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability and sickness insurance, accident insurance, vacation and holiday pay, defrayment of cost of apprenticeship or other similar programs, or other bona fide fringe benefits; but only where the contractor to sub-contractor is not required by other federal, state, or local law to provide any of such benefits. The Act excludes fringe benefits that a contractor or sub-contractor is obligated to provide under other federal, state, or local law. No credit may be taken for such benefits. For example, payment for workmen's compensation insurance under either a compulsory or elective state statute is not considered payments for fringe benefits under the Act. Payments made for travel, subsistence, or to industry promotion funds are not normally payments for fringe benefits under the Act.

   No type of fringe benefits is eligible for consideration as a so-call unfunded plan unless:

   a. It could be reasonably anticipated to provide benefits described in the act;
   b. It represents a commitment that can be legally enforced;
   c. It is carried out under a financially responsible plan or program; and

d. The plan or program providing the benefits has been communicated in writing to the laborers and mechanics affected.

U. Summer Youth Employment - Youth who are bona fide students and part of a bona fide "youth opportunity program" may be employed on Davis-Bacon projects on a temporary basis during the summer months and paid below the predetermined Davis-Bacon rates. USDOL All Agency Memoranda #71 and #96 provide policy guidance in this area. HUD requires that the following stipulations be met before summer youth may be employed at less than Davis-Bacon rates:

1. Where collective bargaining agreements representing workers performing similar or related activities at the worksite to which youth are out stationed exists, the union or unions representing those workers must provide concurrence as to the design of the employment project and the use of the youth;
2. Such employment must be provided in accord with statutory safety and minimum wage requirements (both state and federal);
3. Competent supervision must be provided to all youth employment on the project worksites. Ratios of youth to such supervisors should be no greater than four-to-one.

In order to ensure that the administration of summer youth employment complies with USDOL policies and regulations, request for exceptions to the application of Davis-Bacon must be made to the HUD Field Office Labor Relations Staff who will advise the requesting contractor of its decision. The specific provisions of the agreement (between management and labor) or the plan of employment must be submitted to the Department of Labor, Wage and Hour and Public Contracts Division, for enforcement purposes. The HUD Field Office Labor Relations Staff will send such plans to the Headquarters Office of Labor Relations.

V. Non-Covered Job Classifications - Workers performing the normal duties of the following job classifications are not subject to Davis-Bacon federal wage requirements:

1. Project Superintendent.
2. Project Engineer.
3. Project Foreman, as distinguished from a working foreman (working foremen, who devote more than 20 percent of their time during the workweek to mechanic or laborer duties, are laborers and mechanics for the time spent and must be paid the applicable rate for the hours so worked).
4. Watchman.
5. Water Carrier.
6. Messenger, Clerical Workers.

Financing of Construction Work – CDBG - Laborers and mechanics employed by contractors and sub-contractors on construction work financed in whole or in part with Title I assistance are subject to Davis-Bacon wage rates under Section 110 of Title I. To the extent that Part 570 requires broader Davis-Bacon coverage, e.g., on construction work "assisted" under that Part, the regulations shall govern unless an individual waiver is requested and granted by the Assistant Secretary for Community Planning and Development. The use of Title I funds for any of the following items is an example of financing construction work, and Davis-Bacon wage rates shall apply to all construction work performed on the building or property in question: construction loans or grants; payment for construction materials; payment of interest (or part of the interest) on a construction loan; payment of construction loan origination fees; provisions of a Title I funded permanent loan, mortgage or grant on a structure constructed with a private construction loan when the parties contemplate such ultimate Title I financing at the time of construction; Title I funded "collateral" or "default" accounts established with the lending bank which receive no interest or less than the interest payable on demand accounts. Questions as to whether a use of Title I funds constitutes financing of construction work shall be referred to HUD headquarters for determination.

W. Technical/Maintenance Wage Rates – Public Housing - Section 12 of the U.S. Housing Act of 1937 requires that wages prevailing in the locality shall be paid to all architects, technical engineers, draftsmen, and technicians employed in the development, and all maintenance laborers and mechanics employed in the operation of the project. Such wages are determined or adopted by HUD.

X. Payment of Low- and Moderate-Income (LMI) assessments - In some projects federal funds are used to pay special assessments of LMI households, where those assessments are for the purpose of paying for a public improvement. This use of federal funds invokes the Federal Labor Standards Provisions and makes the construction subject to Davis-Bacon wage rates.

Y. Piecework - Roofers and dry-wall hangers are sometimes paid by piecework. Piecework is work paid for at a fixed rate (piece rate) per piece of work done.

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. 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 l(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 29 CFR 5.5(a)(1)(iv); 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 29 CFR 5.5(a)(1)(ii) 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.

(ii) (a) Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, 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.

(iii) 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.

(iv) 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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 I(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 I(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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. 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 HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, 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 subparagraph 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) 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:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) 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 29 CFR Part 3;

(3) 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.

(c) 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 subparagraph A.3.(ii)(b).

(d) 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.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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.

(i) Apprentices. 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.

(ii) Trainees. 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 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.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses 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 this paragraph.

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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than $5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds $100,000. 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds $100,000.

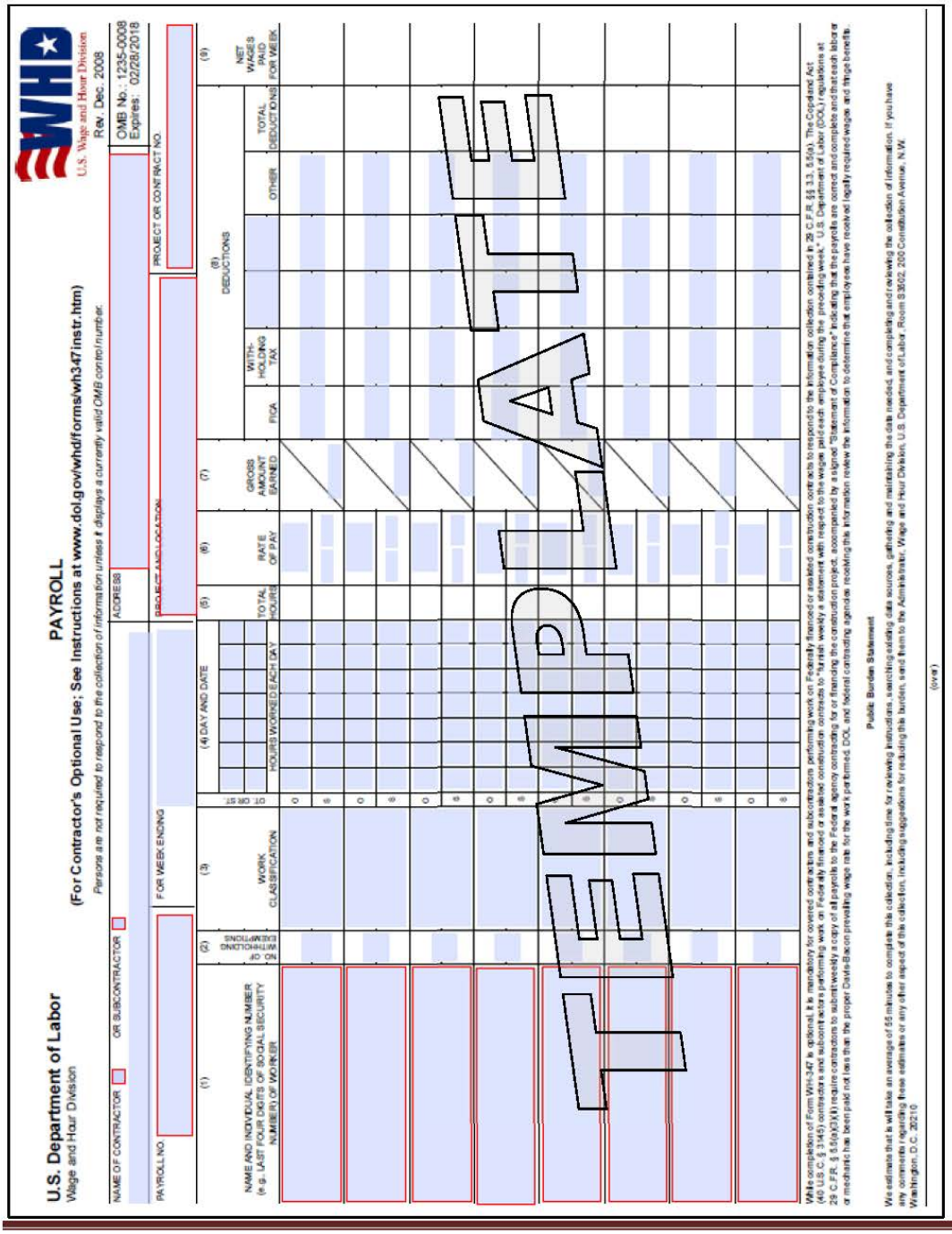
(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

ATTACHMENT 7-L: PAYROLL (TEMPLATE)

A fill-able PDF form is available online: https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform



U.S. Department of Labor
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ ADDRESS
PAYROLL NO. FOR WEEK ENDING PROJECT AND LOCATION PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE HOURS WORKED EACH DAY: OT / ST	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O / S								

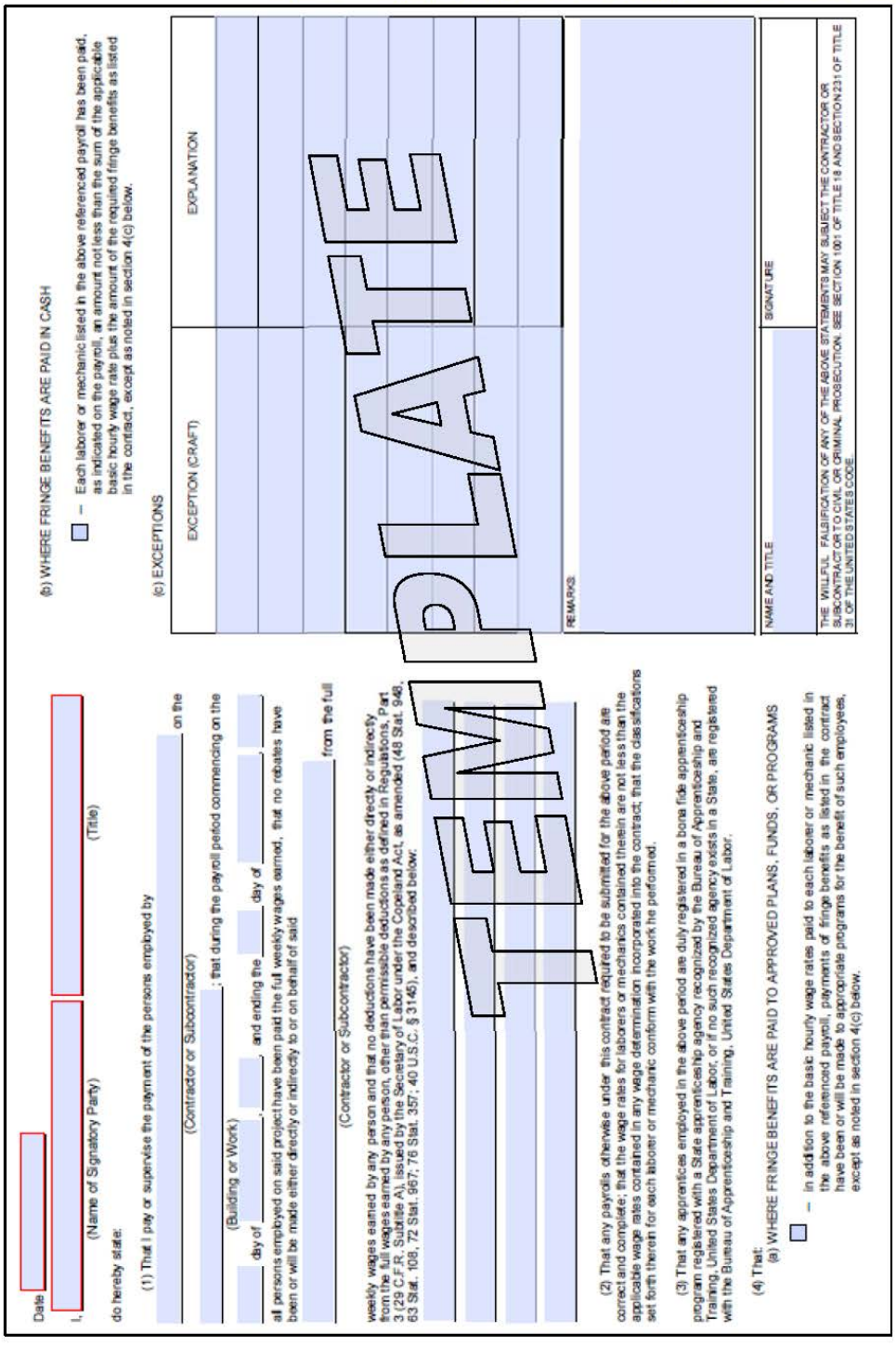
While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts "to furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

A fill-able PDF form is available online: https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform



(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE | SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) on the _____; that during the payroll period commencing on the _____ day of _____, _____ and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

SAMPLE

ATTACHMENT 7-L2: INSTRUCTIONS FOR COMPLETION OF PAYROLL (FORM WH-347)

U.S. DEPARTMENT OF LABOR WAGE AND HOUR DECISION

General: Form WH-347 has been made available for the convenience of contractors and sub-contractors required by their federal or federally-aided construction-type contracts and sub-contracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F. R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and sub-contractors performing work on federally-financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. 3.3,5.5(a). The Copeland Act (40 U.S.C. 3145) requires contractors and sub-contractors performing work on federally-financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. 55(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon federal wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds, or programs, or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on the next page) that he/she is paying for the fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Sub-contractor: Fill in the firm's name and check appropriate box.
Address: Fill in the firm's address.
Payroll No.: Beginning with the number "1," list the payroll number for the submission.
For Week Ending: List the workweek ending date.
Project and Location: Self-explanatory.
Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Each worker's full name and individual identifying number (e.g., last four digits of worker's social security number) must be shown on each weekly payroll submitted.

Column 2 – No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative.

An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours Worked: List the day, date, straight time, and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standards Act, enter hours worked in excess of 40 hours a week as "overtime."

Column 5 Total: Self-explanatory.

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus any cash in lieu of fringes paid. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate. For example, "$12.25/.40" would reflect a $12.25 base hourly rate plus $0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standards Act of 1962 if the prime contract exceeds $100,000. In addition to paying no less than the predetermined rate for the classification in which the individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds, or programs or shall pay as cash in lieu of fringes. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the federal or federally-assisted project and then the gross amount earned during the week on all projects, thus "$163.00/$420.00" would reflect the earnings of a worker who earned $163.00 on a federally-assisted construction project during a week in which $420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deductions are involved, use first four columns and show the balance of deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR, 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his/her gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals – Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. 1001, namely, a fine, possible imprisonment of not more than five (5) years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll". See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of this statement.

Item 4 FRINGE BENEFITS – Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage rate of the Secretary of Labor show the basic cash hourly rate and overtime rate paid

to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment.

Contractors who pay no fringe benefits: If not paying all pay fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and one-half on cash paid in lieu of fringes, the overtime rate shall not be less than the sum of the basic predetermined rate, plus the half-time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 of the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in Section 4(c).

Use of Section 4(c), Exceptions: Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination required is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to Section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the federal or federally-assisted projects. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. (See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate).

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If there are any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Decision, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, Adobe Acrobat Reader version 5 or later is needed, which may be downloaded for free at *www.adobecom/products/acrobat/readstep2.html*. To save the completed forms on a workstation, use the "Save As" method to save the file.

For example, move the mouse curser over the PDF link and click on the "RIGHT" mouse button. This will cause a menu to be displayed, select the proper save option – depending upon which browser are used:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once the proper save option for the browser is selected, and the file is saved to a location specified, go to the program menu and start the Adobe Acrobat Reader. Once open, locate the PDF file saved and open it directly in Acrobat.

ATTACHMENT 7-M: STATEMENT OF COMPLIANCE (TEMPLATE)

Division of Energy, Housing and Community Resources
Statement of Compliance

GRANTEE/UGLG NAME: _____
DEHCR GRANT AGREEMENT #: _____

STATEMENT OF COMPLIANCE

Date: _____

I, _____, do hereby state:
(Name) *(Title)*

(1) That I pay or supervise the payment of the persons employed by _____ on
(Contractor or Sub-Contractor)
the _____; that during the payroll period commencing on the _____ day of _____,
(Building or Work)
20_____ and ending the _____ day of _____, 20_____, all persons employed on said project have been paid in full weekly wages earned that no rebates have been or will be made either directly or indirectly to or on behalf of said
_____ from the full wages earned by any person and that no deductions have
(Contractor or sub-contractor)
been made either directly or indirectly from the full wages earned by person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as Amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

_____

TEMPLATE

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers and mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in the State, then the apprentice must be registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ Each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUB-CONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE	

Statement of Compliance Revised: August 31, 2017

ATTACHMENT 7-M2: STATEMENT OF COMPLIANCE (INSTRUCTIONS)

Under the Davis-Bacon law, the contractor is required to pay fringe benefits as predetermined by the USDOL, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes. Each contractor should complete a Statement of Compliance with the fringe benefits provisions.

The contractor should show on the face of his/her payroll all monies paid to the employees whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that he/she is paying fringe benefits required by the contract and is not paying as cash in lieu of fringes. Detailed instructions follow:

Contractors who pay all required fringe benefits:

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage rate of the Secretary of Labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his/her employees, just as he/she has always done. Such a contractor shall check paragraph 4(a) of the statement to indicate payment to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

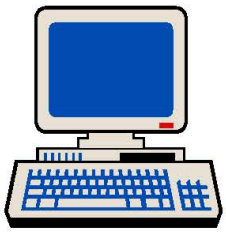
Contractors that do not pay fringe benefits:

A contractor that does not pay fringe benefits shall pay to the employee and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage rate. Inasmuch as it is not necessary to pay time and one-half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half-time premium on the basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus $3.25/40hrs. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he/she is paying fringe benefits in cash directly to his/her employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage rate required is obligated to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employee as cash in lieu of fringes and the hourly amount paid to plans, funds or programs as fringes. The contractor shall pay and shall show the payment to each such employee for all hours (unless otherwise provided by applicable wage rate) worked on federal or federally assisted project an amount not less than the predetermined rate plus cash in lieu of fringes as shown in Section 4(c). The rate paid and amount of cash paid in lieu of fringe benefits per hour should be entered in column 6 on the payroll (See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate).

ATTACHMENT 7-R: MBE/WBE/DBE WEB RESOURCES



Resources for outreach to, contracting with, and certified registration for Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE) firms:

Department of Administration Certified Minority-Owned Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) Directory:
https://wisdp.wi.gov/search.aspx

City of Madison Targeted Business Enterprise Program Directories:
http://www.cityofmadison.com/dcr/aaTBDir.cfm

Department of Transportation
Disadvantaged Business Enterprise (DBE) Program
https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx

ATTACHMENT 7-S: EMPLOYEE RIGHTS POSTER (ENGLISH AND SPANISH)

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.

WHD WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1321 REV 10/17

DERECHOS DEL EMPLEADO
BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

SALARIOS PREVALECIENTES No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

PAGO APROPIADO Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.

WHD DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

WH1321 SPA REV 10/17

APPENDIX C

Project Sign

SECTION 01 58 13

PROJECT SIGNS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Contractor shall provide and install construction signs.

1.02 DESIGN REQUIREMENTS

A. See attached.

1.03 SUBMITTALS

A. Refer to Section 01 33 00.

B. Submit Shop Drawings showing content, layout, lettering, colors, sizes, and grades of members.

PART 2 PRODUCTS

2.01 MATERIALS

A. See attached.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install near project site.

B. Install sign within 30 days after date fixed by Notice to Proceed.

C. Erect supports and framing on secure foundation, free standing, rigidly braced and framed to resist wind loadings of 50 mph.

D. Install sign surface plumb and level, with butt joints. Anchor securely.

E. Paint exposed surfaces of sign, supports, and framing.

3.02 MAINTENANCE

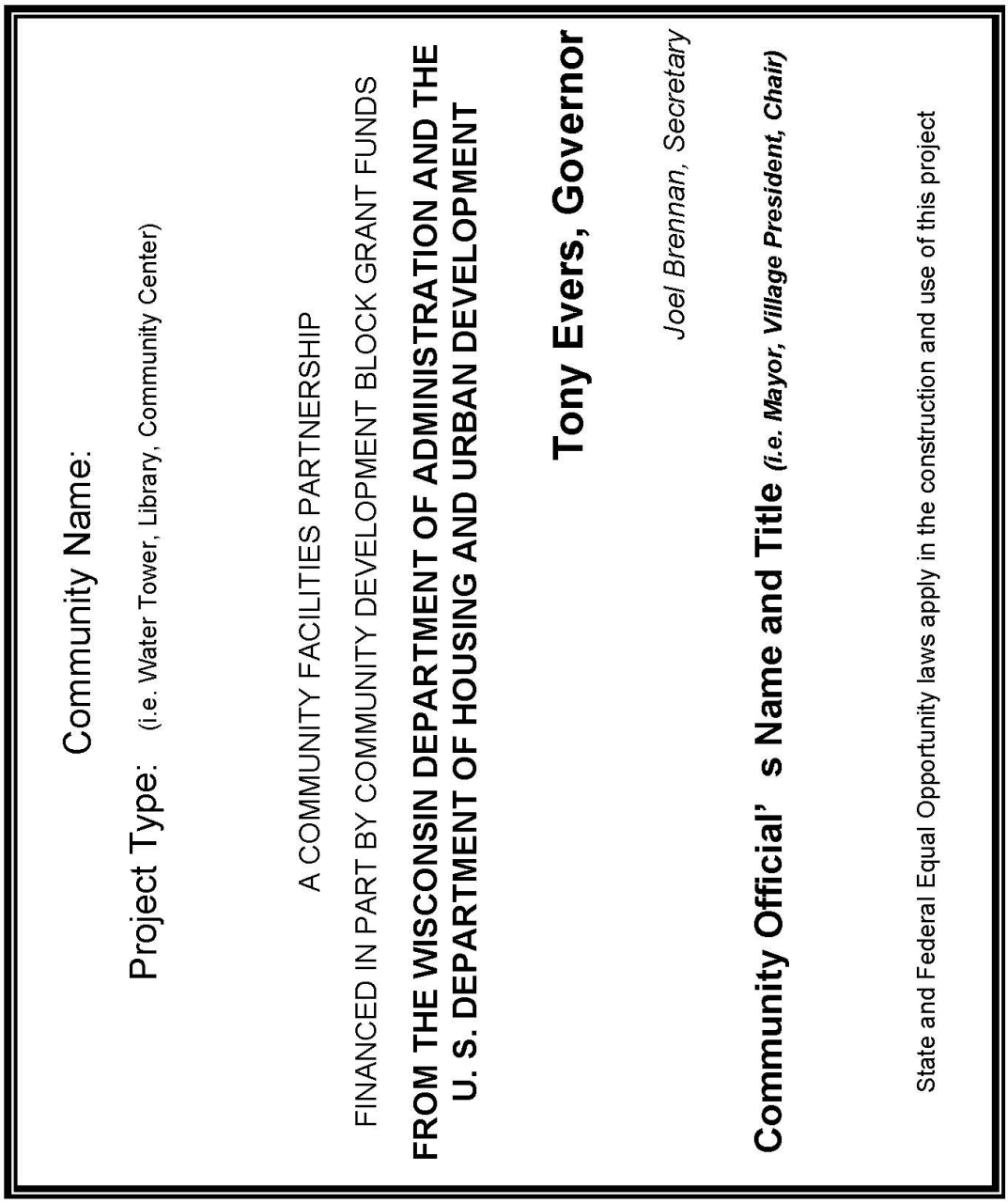
A. Maintain signs and supports clean. Repair deterioration and damage.

3.03 REMOVAL

A. Remove signs, framing, supports, and foundations at completion of Project and restore area. A photo of sign at project site shall be submitted to Engineer.

END OF SECTION

ATTACHMENT 7-T: PROJECT SIGN (TEMPLATE)



ATTACHMENT 7-T1: PROJECT SIGN (SPECIFICATIONS)

The following sign (*pictured as a template on the previous page*) is to be erected near the site of construction, containing the information (below) according to the following format.

SPECIFICATIONS:

- Sign dimensions: 4 feet by 8 feet
- Plywood panel APA Rated A-B Grade-Exterior
- White background
- Following text in **RED**:

A COMMUNITY FACILITIES PARTNERSHIP
FINANCED IN PART BY COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
FROM THE WISCONSIN DEPARTMENT OF ADMINISTRATION
AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

- All other text in black. Sign must include the name of the current governor and the current secretary of the Department of Administration.

PLEASE NOTE: The smallest print must be readable from 50 feet away.

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

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

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

I. BASIC CONCEPTS

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

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

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

   Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that __8__ *(number)* TrANS Graduate(s) be utilized on this contract.

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that __4__ *(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.

II. 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.*

III. IMPLEMENTATION

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

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

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

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

IV. *TRANS TRAINING*

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

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

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

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

V. *APPRENTICESHIP TRAINING*

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

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

Requirements

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

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

(1) At time of bid, ALL prime contractors must submit DBE Commitments on projects with DBE goals, The submittal of the DBE Commitments includes the DT1506 (Commitment to Subcontract to DBE), which can be attached as a PDF or entered digitally into the bid submittal and Attachments A OR quotes from all DBEs included on the Commitment. The prime contractor must submit a signed Attachment A via eSubmit (preferred) or the DBE Alert email box within 24-hours of the bid closing for all quotes submitted at the time of bid. If the assigned DBE contract goal is not met, Form DT1202 (Documentation of Good Faith Effort) and all supplemental DT1202 documentation is due within 24-hours of bid closing. Any change to DBE Commitments thereafter must follow modification of DBE subcontracting commitment (Section 9).

(2) The Department requires this list of DBE subcontractors from all bidders at time of bid to ensure the lowest possible cost to taxpayers and fairness to other bidders and subcontractors. Bid shopping is prohibited.

(3) The contractor must utilize the specific DBE firms listed in the approved DBE Commitment to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent in advance from WisDOT. The contractor will not be entitled to payment for any work or materials on the approved DBE Commitment that is not performed or supplied by the listed DBE without WisDOT's written consent.

Description

The Wisconsin Department of Transportation is committed to the compliant administration of the DBE Program. The DBE provisions work in tandem with FHWA 1273 and WisDOT's *Standard Specifications for Highway and Structure Construction* and *Construction and Materials Manual*. The WisDOT Secretary is signatory to assurances of department-wide compliance.

The Department assigns the contract DBE goal as a percentage of work items that could be performed by certified DBE firms on the contract. The assigned DBE goal is expressed on the bid proposal as a percentage applicable to the total contract bid amount.

(1) WisDOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned contract DBE goal by subcontracting work to a DBE firm or by procuring services or materials from a DBE firm.

(2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:
- § Produce accurate and complete quotes
- § Understand highway plans applicable to their work
- § Understand specifications and contract requirements applicable to their work
- § Understand contracting reporting requirements

(3) The Department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit the Department's Civil Rights and Compliance Section website at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx

1. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

a. **Assigned DBE Contract Goal:** The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.

b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.

c. **DBE:** Disadvantaged Business Enterprise – A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.

d. **DBE Commitment:** The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal. The prime contractor will have the option to submit the DT1506 digitally, as an entry with the bid in Bid Express, or as an attachment to the bid.

e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of the DBE Commitment, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved DBE Commitment, and those submitted after approved commitment with Attachment A.

f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and

appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.

g. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.

h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.

i. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.

j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

2. WisDOT DBE Program Compliance

a. Documentation Submittal

The Commitment to Subcontract to DBE (Form DT1506 or digital submittal), Attachments A OR quotes from all DBEs included in the Commitment will be submitted at bid by ALL prime contractors. If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) must be submitted within 24-hours of bid closing. Supplemental DT1202 documentation and signed Attachments A from DBEs included in the DBE Commitment are also due within 24-hours of bid closing. Form DT1202, supporting GFE documentation, and signed Attachments A, not submitted at the time of bid, must be submitted through eSubmit (preferred) or to the DBE Alert email box.

**Bidders have the option of submitting the DBE Commitment at the time of bid via direct entry through Bid Express OR with attachment of Form DT1506 (Commitment to Subcontract to DBE). The DBE Commitment entered with bid is the digital form of the DT1506. Separate submission of Form DT1506 is not required if the DBE Commitment is entered in Bid Express. Form DT1202, if applicable, is no longer required to be submitted at time of bid; submit DT1202 within the 24-hour supplemental time frame following bid closing.

Naming conventions: Follow eSubmit instructions, OR when emailing files, use the following language to identify your submission- “Project #, Proposal #, Let date, Business Name, GFE” and “Project #, Proposal #, Let date, Business Name, Attachment A” Email: DBE_Alert@dot.wi.gov

The DBE Office will not certify Good Faith Effort and the Bureau of Project Development will consider the bid nonresponsive if the contractor fails to furnish the DBE Commitment (digitally entered into the bid OR Form DT1506 as an attachment), Attachments A, and Form DT1202 if applicable, as required. See sample forms in the Appendix.

b. Verification of DBE Commitment

The documentation related to DBE subcontract commitment submitted prior to contract award is evaluated as follows:

(1) DBE Goal Met

If the bidder indicates that the contract DBE goal is met, the Department will evaluate the DBE Commitment submitted with bid OR Form DT1506, and Attachments A to verify the actual DBE

percentage calculation. If the DBE Commitment is verified, the contract is eligible for award with respect to the DBE Commitment.

(2) DBE Goal Not Met

a) If the bidder indicates a bid percentage on the DBE Commitment that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) within 24-hours of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. The Department will review the bidder's DBE Commitment and evaluate the bidder's good faith efforts submission.

b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the Department intends to:
   1. *Approve* the request (adequate documentation of GFE has been submitted)- no conditions placed on the contract with respect to the DBE Commitment;
   2. *Deny* the request (inadequate documentation of GFE has been submitted)- the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.

c) If the Department denies the bidder's request, the contract is ineligible for award. The Department will provide a written explanation for denying the request to the bidder. The bidder may appeal the Department's denial (see Section 4).

Supplemental good faith effort documentation must be submitted through eSubmit (preferred) OR to the DBE Office by email at: DBE_Alert@dot.wi.gov. Email naming convention: "Project #, Proposal #, Let date, Business Name, GFE"

3. Department's Criteria for Good Faith Effort Documentation

The Federal-aid Construction Contract Provision, referenced as FHWA-1273, explicitly states that the prime contractor shall be responsible for all work performed on the contract by piecework, station work, or subcontract. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of the contract including assurances of equal employment opportunity laws, DBE regulations, and affirmative action. Compliance encompasses responsible and responsive action, documentation, and good faith effort.

Contractually, all contractors, subcontractors, and service providers on the contract are bound by FHWA 1273 and DBE program provisions. **Prime contractors should encourage subcontractors to utilize DBE firms whenever possible to contribute to the assigned DBE contract goal.**

Bidders are required to document good faith effort. Per 49 CFR Part 26.53, good faith effort is demonstrated in one of two ways. The bidder:

(1) Documents that it has obtained enough DBE participation to meet the goal; OR
(2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

Appendix A of 49 CFR Part 26 provides guidance concerning good faith efforts. WisDOT evaluates good faith effort on a contract basis just as each contract award is evaluated individually.

The efforts employed by the bidder should be those that WisDOT can reasonably expect a bidder to take to actively and aggressively obtain DBE participation sufficient to meet the DBE contract goal. The Department will only approve demonstration of good faith effort if the bidder documents the quality, quantity, and intensity of the variety of activities undertaken that are commensurate with expected efforts to meet the stated goal.

The Department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort activity. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.

a. Solicitation Guidance for Prime Contractors:

(1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.

(2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: DBE_Alert@dot.wi.gov

(3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.

(4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in* Appendix B. Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE firms to do work in a prime contractor's area of specialization.

i. Solicit quotes from certified DBE firms who match possible items to subcontract using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which quotes are being sought to DBE_Alert@dot.wi.gov

ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): https://www.bidx.com/wi/main, postal mail, email, fax, and phone.

a. Contractors must ask DBE firms for a response in their solicitations. See *Sample Contractor Solicitation Letter,* Appendix B. This letter may be included as an attachment to the sub-quote request.

b. Solicit quotes at least 10 calendar days prior to the letting date to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.

c. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the solicitation.

iii. Upon request, provide interested DBE firms with adequate information about plans, specifications, and the requirements of the contract by letter, information session, email, phone call, and/or referral.

iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit, or insurance if requested.

v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:

a. Email to all prospective DBE firms in relevant work areas

b. Phone call log to DBE firms who express interest via written response or call

c. Fax/letter confirmation

d. Signed copy of record of subcontractor outreach effort

b. Guidance for Evaluating DBE quotes

(1) Quote evaluation practices required to evaluate DBE quotes:

i. Reasonable Price**:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and

non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).

(2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:

i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, ***a discussion*** between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.

a In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.

b Additional evaluation - Evaluation of DBE quotes with <u>tied bid items</u>. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:

i Compare bid items common to both quotes, noting the reasonableness in the price comparison.

ii Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.

See Appendix D – *Good Faith Effort Evaluation Measures* and Appendix E - *Good Faith Effort Best Practices.*

c. Requesting Good Faith Effort Evaluation <u>At the time of bid</u>- if the DBE goal is not met in full, the prime contractor must indicate they will file form DT1202- Documentation of Good Faith Effort within 24-hours of bid submission. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:

(1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.

(2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

(3) Documentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.

(4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.

(5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.

(6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials

(7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and

providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Naming conventions: eSubmit (preferred) follow instructions OR when emailing files, use the following language to identify your submission- “Project #, Proposal #, Let date, Business Name, GFE” Email: DBE_Alert@dot.wi.gov

If the Good Faith Effort documentation is deemed adequate, the request will be approved and the DBE office will promptly notify the Prime Contractor and Bureau of Project Development.

If the DBE Office denies the request, the Prime Contractor will receive written correspondence outlining the reasons. The Department encourages the Prime Contractor to communicate with DBE staff to clarify any questions related to meeting goals and/or contractor demonstration of good faith efforts.

If the contract is awarded, the Prime Contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved DBE Commitment. No contractor, prime or subsequent tier, shall be paid for completing work assigned to a DBE subcontractor on an approved DBE Commitment unless WisDOT has granted permission for the reduction, replacement, or termination of the assigned DBE in writing. If a prime contractor or a subcontractor on any tier uses its own forces to perform work assigned to a DBE on an approved DBE Commitment, **they will not be paid for the work**. Any changes to DBE Commitment after the approval of the DBE Commitment must be reviewed and approved by the DBE Office prior to the change (see Section 9).

4. Bidder's Documentation of Good Faith Effort Evaluation Request Appeal Process

A bidder can appeal the Department's decision to deny the bidder’s demonstration of Good Faith Effort through Administrative Reconsideration. The bidder must provide a written justification refuting the specific reasons for denial as stated in the Department's denial notice. The bidder may meet in person with the Department if so requested. Failure to appeal within 5 business days after receiving the Department's written notice denying the request constitutes a forfeiture of the bidder's right of appeal. Receipt of appeal is confirmed by email date stamp or certified mail signed by WisDOT staff. A contract will not be executed without documentation that the DBE provisions have been fulfilled.

The Department will appoint a representative who did not participate in the original good faith effort determination, to assess the bidder's appeal. The Department will issue a written decision within 5 business days after the bidder presents all written and oral information. In that written decision, the Department will explain the basis for finding that the bidder did or did not demonstrate an adequate good faith effort to meet the contract DBE goal. The Department's decision is final.

5. Determining DBE Eligibility

Directory of DBE firms

a. The only resource for DBE firms certified in the State of Wisconsin is the Wisconsin Unified Certification Program (UCP) DBE Directory. WisDOT maintains a current list of certified DBE firms at: http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx

b. The DBE Program office is available to assist with contracting DBE firms:(608) 267-3849.

c. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). If a DBE subcontractor performs work that is not with its assigned NAICS code, the prime contractor should contact the DBE Office to inquire about compatibility with the Business Development Program.

6. Counting DBE Participation

Assessing DBE Work

The Department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the UCP agencies. The Department only counts the value of the work a DBE actually performs towards the DBE goal. The Department assesses the DBE work as follows:

a. The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.

b. The Department counts fees and commissions the DBE subcontractor charges for providing bona fide professional, technical, consultant, or managerial services. The Department also counts fees and commissions the DBE charges for providing bonds or insurance. The Department will only count costs the program engineer deems reasonable based on experience or prevailing market rates.

c. If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.

d. The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.

e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.

f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it is committing/contracting the DBE to do. Note that the Department encourages the Prime Contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.

g. The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.

h. See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, Attachment A" Email: DBE_Alert@dot.wi.gov

*Note: A sublet request is required for DBE work, regardless of subcontract tier, and also for reporting materials or supplies furnished by a DBE.

- Sublet Requests via form DT1925 or WS1925 are required for 1st Tier DBEs
- For all 2nd Tier and below notification of DBE sublet is indicated by the contractor entering them in CRCS

7. Credit Evaluation for Trucking

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

The prime contractor is responsible for ensuring that all subcontractors including trucking firms, receive Form FHWA 1273: https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

The Department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The Department will count the material and supplies that a DBE firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer, supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506 or DBE Commitment submitted with the bid.

a. Manufacturers

(1) A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

(2) If the materials or supplies are obtained from a DBE manufacturer, **100%** percent of the cost of the materials or supplies counts toward DBE goals.

b. Regular Dealers of Material and/or Supplies

(1) Supplies purchased in bulk from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.

(2) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(3) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.

(4) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:

i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.

(5) When DBE suppliers are contracted, additional documentation must accompany the DBE Commitment and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with documentation of the calculations used as the basis for the purchase agreement, subcontract, or invoice. WisDOT recognizes that the amount on the Attachment A form may be more or less than the amount on the invoice per b.(1) above.

i. The bidder should respond to the following questions and include with submission of form DT1506 or the DBE Commitment entered with bid:
   a. What is the product or material?
   b. Is this item in the prime's inventory or was the item purchased when contract was awarded?
   c. Which contract line items were referenced to develop this quote?
   d. What is the amount of material or product used on the project?

c. Brokers, Transaction Expediters, Packagers, Manufacturers' Representatives

(1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit. However, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies, or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions.

(2) Brokerage fees are calculated as **10%** of the purchase amount.

(3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials or supplies required on a job site.

(4) Evaluation of DBE credit includes review of the contract need for the item/service, the sub-contract or invoice for the item/service, and a comparison of the fees customarily allowed for similar services to determine whether they are reasonable.

9. DBE Commitment Modification Policy (Formerly "DBE Replacement Policy")

a. Issuing a Contract Change Order

Any changes or modifications to the contract once executed are considered contract modifications and as such require a change order. In addition, the DBE office must provide consent for reduction, termination, or replacement of subcontractors approved on the DBE Commitment *in advance* of the modification for the prime contractor to receive payment for work or supplies. Additions to the DBE Commitment do not require advance notification of the DBE office. (see below e. DBE Utilization beyond the approved DBE Commitment)

b. Contractor Considerations

(1) A prime contractor cannot modify the DBE Commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved DBE Commitment without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

(2) If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.

(3) The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal.When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.

(4) In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason, or is terminated from a contract, the Prime Contractor must undertake efforts to maintain its commitment to the assigned DBE goal.

(5) The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.

i. Before the Prime Contractor can request modification to the approved DBE Commitment, the Prime Contractor must:

a. Make every effort to fulfill the DBE Commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.

b. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the Commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.

c. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.

d. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, to respond, in writing. EXCEPTION: The Prime Contractor must provide a verifiable reason for a response period shorter than five days. For example, a WisDOT project engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.

e. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

c. Request to Modify DBE Subcontracting Commitment

The written request referenced above may be delivered by email or fax. The request must contain the following:

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

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, MODIFICATION" Email: DBE_Alert@dot.wi.gov + Project Engineer

WisDOT will review the request and any supporting documentation submitted to evaluate if the circumstance and the reasons constitute good cause for replacing or terminating the approved DBE subcontractor.

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

- The listed DBE subcontractor fails or refuses to execute a written contract

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

d. Evaluation and Response to the Request

WisDOT's timely response to the Prime Contractor's request for modification of the approved DBE Commitment will be provided to the prime and the WisDOT project engineer via email.

If WisDOT determines that the Prime Contractor's basis for reduction in participation, replacement, or termination of the DBE subcontractor is not consistent with the good cause guidelines, the DBE office will provide a response via email within 48-hours of receipt of request from the Prime Contractor as indicated by email time stamp. The communication will include: the requirement to utilize the committed DBE, actions to support the completion of the contractual commitment, a list of available WisDOT support services, and administrative remedies, including withholding payment to the prime, that may be invoked for failure to comply with federal DBE guidelines for DBE replacement.

The WisDOT contact for all actions related to modification of the approved DBE Commitment is the DBE Program Engineer who can be reached at DBE_Alert@dot.wi.gov or (414) 335-0413.

e. DBE Utilization beyond the approved DBE Commitment

When the prime or a subcontractor increases the scope of work for an approved DBE subcontractor or adds a DBE subcontractor who was not on the approved form DT1506 or DBE Commitment submitted with bid at any time after contract execution, this is referred to as voluntary DBE contract goal achievement. The contractor must follow these steps to ensure that the participation is accurately credited toward the DBE goal:

(1) Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DBE Commitment based on the email/discussion and the new Attachment A.

(2) When adding to an existing DBE Commitment, submit a new Attachment A to the DBE Alert mailbox

(3) OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete"
Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, New Attachment A" Email: DBE_Alert@dot.wi.gov

Special note on trucking

- DBE truckers added to the sublets in CRCS *will* be approved without DBE credit (You will see a “N” in CRCS instead of “Y”)
- Prime Contractors may enter a “place holder” e.g. $1000.00, for DBE Trucking in CRCS if the full amount of trucking is unknown for sublet purposes only
- The hiring contractor may obtain the Attachment A with DBE signature included but the **Prime Contractor** must sign the Attachment A before submitting

10. Commercially Useful Function

a. Commercially Useful Function (CUF) is evaluated after the contract has been executed, while the DBE certified firm is performing contracted work items.

b. The Department uses Form DT1011, DBE Commercially Useful Function Review and Certification to evaluate if the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.

c. A DBE firm is performing a commercially useful function if the following conditions are met:

(1) For contract work, the DBE is responsible for executing a distinct portion of the work and is carrying out its responsibilities by actually performing, managing, and supervising that work.

(2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

11. Credit Evaluation for DBE Primes

WisDOT calculates DBE credit based on the amount and type of work performed by DBE certified firms for work submitted with required documentation. If the prime contractor is a DBE certified firm, the Department will only count the work that the DBE prime performs with its own forces for DBE neutral credit. The Department will also calculate DBE credit for work performed by any other DBE certified subcontractor, DBE certified supplier, and DBE certified manufacturer on the contract in each firm’s approved NAICS code/work areas that are submitted with required documentation. Crediting for manufacturers and suppliers is calculated consistent with Section 8 of this document and 49 CFR Part 26.

12. Joint Venture

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

13. Mentor-Protégé

a. If a DBE performs as a participant in a mentor-protégé agreement, the Department will credit the portion of the work performed by the DBE protégé firm.

b. DBE credit is evaluated and confirmed by the DBE Office for any contracts on which the mentor-protégé team identifies itself to the DBE Office as a current participant of the Mentor-Protégé Program.

c. Refer to WisDOT’s Mentor-Protégé guidelines for guidance on the number of contracts and amount of DBE credit allowed on WisDOT projects.

14. Use of Joint Checks

The use of joint checks is allowable if it is a commonly recognized business practice in the material industry. A joint check is defined as a two-party check between a DBE subcontractor, a prime contractor, and the regular dealer or materials supplier who is neither the prime nor an affiliate of the prime. Typically, the prime contractor issues one check as payor to the DBE subcontractor and to the supplier jointly (to guarantee payment to the supplier) as payment for the material/supplies used by the DBE firm in cases where the DBE subcontractor and materials have been approved for DBE credit. The DBE subcontractor gains the opportunity to establish a direct contracting relationship with the supplier to potentially facilitate a business rapport that results in a line of credit or increased partnering opportunities.

The cost of material and supplies purchased by the DBE firm is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE firm must be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and "paying for the material itself." See 49 CFR 26.55(c)(1).

The approval to use joint checks constitutes a commitment to provide further information to WisDOT, upon request by staff. WisDOT will allow the use of joint checks when the following conditions are met:

a. The Prime Contractor must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
- **(1)** Request should be made when the DBE Commitment or the Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
- **(2)** Approval/Permission must be granted prior to the issuance of any joint checks.
- **(3)** The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
- **(4)** The joint check for supplies must be strictly for the cost of approved supplies.

b. The DBE subcontractor is responsible for furnishing and/or installing the material/work item and is not an ‘extra participant’ in the transaction. The DBE firm’s role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor’s tasks should include the following:
- **(1)** The DBE subcontractor (not the prime/payor) negotiates the quantities, price, and delivery of materials.
- **(2)** The DBE subcontractor consents to sign/release the check to the supplier by signing the Application to Use Joint Checks after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.

c. The Prime contractor/payor acts solely as a guarantor.
- **(1)** The Prime Contractor agrees to furnish the check used for the payment of materials/supplies under the contract.
- **(2)** The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractor’s negotiated unit price.

15. Payment

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

Appendix A
Substantive Conversation Guidelines

The substantive conversation is critical to all bidders' demonstration of good faith effort to meet the DBE goal prior to bid opening. Relationship building between primes and subcontractors is crucial to DBE goal attainment. Responsible bidders seek to build rapport with potential DBE subcontractors to understand capacity, areas of expertise, and assess contracting feasibility. Bidders who compete for WisDOT contracts are specialty contractors responding to a growing and changing contract environment. Just as these specialists are responsible for care of the roads, they are likewise responsible for contributing to the health of the industry. The substantive conversation drives collaboration that will build industry health and capacity. The following is intended to provide guidance for such discussions but is not an exhaustive list. Contractors are encouraged to incorporate their existing strategies for cultivating business relationships as well.

<u>Prior to Bid Opening- this discussion should happen as early as possible (WisDOT advertisements are released 5 weeks prior to each Let)</u>

- Determine DBE subcontractor's interest in quoting
- If response indicates inexperience with quoting- offer support/assistance to the DBE in understanding the industry including fundamentals a subcontractor needs to know, required reading and/or resources.
- Assess their interest and experience in the road construction industry by asking questions such as:
  1. Have you competed for other WisDOT contracts? Ratio of competed/to wins
  2. Have you performed on any transportation industry contracts (locally or with other states)?
  3. What the largest contract you've completed?
  4. Have you worked in the industry: apprentice, journeyman, safety, inspection etc.?
  5. Does this project fit into your schedule? Are you working on any contracts now?
  6. Have you reviewed a copy of the plans? Are you comfortable performing within the scope and quantity considerations of this contract?
  7. What region do you work in? Home base?
  8. Which line items are you considering?
  9. Have you read/are you familiar with WisDOT Standard Specifications? Construction Material Manual?
  10. Do you understand where your work fits in the project schedule, project phases?

<u>Following Bid Opening- this discussion can happen at any time</u>

1. After reviewing their quote, note the following in your discussion:
   - Does the quote look complete? Irregular?
   - Are there errors in the quote? Are items very high or very low?
   - In general, does the quote look competitive?
2. Questions and Advice for the bidder to share with the potential DBE subcontractor:
   - What line items would typically be in a competitive quote for a subcontractor of their specialty?
   - How many employees and what is their role/experience/expertise in your firm?
   - Do you have resources for labor (union member, family-based, community-resourced) and capital (banking relationship, bond agent, CPA)?
   - Where have you worked: cities, states, government, commercial, residential/private sector, etc. Explain similarities or differences.
   - Refer them to reliable, trusted, industry resources that can educate or connect them to relevant resources, education/certification resources, more appropriate contract opportunities.
   - Discussion about prime contract and subcontract liability, critical path items, contract quantities, schedule risks, and potential profit/loss (for upcoming known projects or in general).
   - Discussion of bonding, insurance, and overall business risk considerations.

APPENDIX B
Sample Contractor Solicitation Letter Page 1
This sample is provided as a guide not a requirement

GFESAMPLE MEMORANDUM

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

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

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

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

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

Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

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

Project Manager, John Doe, Phone:
(000) 123-4567
Email: Joe@joetheplumber.com
Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTE

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

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

Prime Contractor 's Contact Person:	DBE Contractor Contact Person:
Phone: _____	Phone: _____
Fax: _____	Fax: _____
Email: _____	Email: _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

Appendix C
Small Business Network (SBN) Overview

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

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

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

1. View and reply to sub-quote requests from primes:
    a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
    a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
    b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes. c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
    a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
    a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
    b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
    c. Add attachments to a sub-quote.
    d. Add unsolicited work items to sub-quotes that you are responding to.
5. Easy Access to Valuable Information
    a. Receive a confirmation that your sub-quote was opened by a prime.
    b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
    c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
6. Accessing Small Business Network for WisDOT contracting opportunities
    a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select “Order Bid Express.” The Small Business Network is a part of the Bid Express Basic Service.
    b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-458

APPENDIX D

Good Faith Effort Evaluation Measures *by categories referenced in DBE regulations*

Bidders must demonstrate that they took all necessary and reasonable steps to achieve the assigned DBE contract goal. For each contract, all bidders must submit documentation indicating the goal has been met or if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

DBE staff analyze the bidder's documented good faith efforts to determine if action taken was sufficient to meet the goal. Sufficiency is measured contract-by-contract. WisDOT evaluates active and aggressive efforts, quality, quantity, scope, intensity, and appropriateness of the bidder's efforts as a scale of the principles of Good Faith outlined in 49 CFR Part 26, Appendix A. Additional emphasis is placed on the bidder's demonstration of timely submission of documentation and communication with DBE subcontractors, and business development initiatives undertaken to support DBE firm growth.

The following is a sample of good faith effort activities that are rated according to the accompanying rubric. Contractors are encouraged to identify additional activities that align with their business type(s).

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications,and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (*points added for each day prior to letting*)
- Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements

GFE EVALUATION RUBRIC – PHASE 1

	Active & Aggressive Category	Quality Category	Quantity Category	Scope & Intensity Category	Timing Category	Business Develop't Efforts	Total=
Solicitation Documentation							
Selected Work Items Documentation							
Documentation of Project Information provided to Interested DBEs							
Documentation of Negotiation with Interested DBEs							
Documentation of Sound Reason for Rejecting DBEs							
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials							
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support							
Documentation of other GFE activities							
Overall Total=							

GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity
QUALITY: Demonstrated through essential character of conscientious and serious activity
QUANTITY: Demonstrated through a measurable number of activities
SCOPE & INTENSITY: Demonstrated through a rigorous approach to an appropriate and purposeful range of activities
TIMING: Demonstrated through engagement efforts beyond simple solicitation, initiated early in the process
BUSINESS DEVELOPMENT INITIATIVES: Demonstrated by efforts to support business growth and health of DBEs

Rating Scale

- **Each qualifying activity is worth 5 points per Category**
  - **Pro Forma efforts= 0-50 points**
    Perfunctory effort characterized by routine or superficial activities
  - **Bona Fide= 55+ points**
    Genuine effort characterized by sincere and earnest activities

GFE EVALUATION – PHASE 2 – Team Review

DBE Office completes:

- Review of quote comparisons submitted by Prime
- Bid analysis to confirm if any bid submitted met the DBE goal
- Review average of other bidders DBE goal achievement
- Team review of combined efforts documented in Phase 1 and 2 by apparent low bidder

Excerpt from Appendix A to 49 CFR Part 26:

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

APPENDIX E
Good Faith Effort Best Practices

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

Primes

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

DBE

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

APPENDIX F
Good Faith Effort Evaluation Guidance
Appendix A of 49 CFR Part 26

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, Part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, you have the responsibility to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance in this Appendix.

The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducing market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

APPENDIX G

(SAMPLE) Forms DT1506 and DT1202

COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A

CONFIRMATION OF PARTICIPATION

Project I.D.:	Proposal Number:
Letting Date:	

Name of DBE Firm Participating in this Contract:	
Name of the Prime/Subcontractor who hired the DBE Firm: *(list all names of tiers if more than one)*	
Type of Work or Type of Material Supplied:	
Total Subcontract Value:	Total DBE Credit Value:

FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above.	Participating DBE Firm Representative's Signature & Date
	Participating DBE Firm Representative's Name (Print Name)
FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.	Participating DBE Firm (Print Company Name)
	DBE Firm's Address:

# Owned Trucks	# Leased Trucks	# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased Trucks

Official Form DT1506 can be found here: www.wisconsindot.gov/DBEcontracting

DOCUMENTATION·OF·GOOD·FAITH·EFFORT·

Wisconsin·Department·of·Transportation
DT1202·····3/2020

Project·ID	Proposal·No.	Letting
·····	·····	·····
Prime·Contractor		County
·····		·····
Person·Submitting·Document		Telephone·Number
·····		·····
Address		Email·Address
·····		·····

All·bidders·must·undertake·necessary·and·reasonable·steps·to·achieve·the·assigned·DBE·contract·goal·per·federal·regulatory·guidance·at·49·CFR·Part·26.·Bidders·use·this·form·to·document·all·efforts·employed·to·meet·the·assigned·goal·as·a·record·of·contractor·good·faith·efforts·(GFE).·Refer·to·ASP3·or·49·CFR·Part·26·for·guidance·on·actions·that·demonstrate·good·faith·effort.·

It·is·critical·to·list·all·efforts,·attach·documentation,·and·follow·the·instructions·to·complete·this·submission.·Documentation·of·good·faith·effort·includes·copies·of·each·DBE·and·non-DBE·subcontractor·quote·submitted·to·the·bidder·for·the·same·line·items.·Utilize·the·sample·documentation·logs·to·document·and·organize·efforts.··

Submit·good·faith·effort·documentation·per·ASP-3·guidelines.

Instructions:·Provide·a·narrative·description·of·all·activities·pursued·to·demonstrate·good·faith·efforts,·any·corresponding·documentation,·and·applicable·explanation·on·separate·pages.·Include·the·following·items,·organized·in·the·order·listed·below.

1.→ **Solicitation·Documentation:**·
   - **a.→ Purpose:**·To·identify·all·reasonable·and·available·activities·the·bidder·performed·to·solicit·the·interest·of·all·certified·DBEs·who·have·the·capacity·and·ability·to·perform·work·on·the·project.·All·solicitation·efforts·should·begin·as·early·as·possible·to·ensure·DBEs·have·ample·time·to·respond·and·ask·questions.

   - **b.→ Action:**·Identify·and·list·all·activities·engaged·in·to·solicit·DBEs·using·all·reasonable·and·available·means·such·as·written·notice·and·follow-up·communications;·substantive·conversations;·pre-bid·meetings;·networking·events;·market·research;·advertising.

2.→ **Selected·Work·Items·Documentation:**·
   - **a.→ Purpose:**·To·ensure·that·all·work·items·are·broken·out·into·economically·feasible·units·to·facilitate·DBE·participation.·This·must·occur·even·when·you·prefer·to·perform·the·work·yourself.

   - **b.→ Action:**·Identify·economically·feasible·work·units·to·be·performed·by·DBEs·to·include·activities·such·as:·list·of·work·items·to·be·performed;·breaking·up·of·large·work·items·into·smaller·tasks·or·quantities;·flexible·time·frames·for·performance·and·delivery·schedules.

3.→ **Documentation·of·Project·Information·provided·to·Interested·DBEs:**·
   - **a.→ Purpose:**·To·provide·interested·DBEs·with·adequate·information·about·the·plans,·specifications,·and·any·other·contractual·requirements·in·a·timely·manner·to·assist·DBEs·in·response·to·solicitation.

   - **b.→ Action:**·Provide·DBEs·access·to·plans,·specifications,·and·other·contract·requirements.·Early·solicitation·allows·ample·opportunity·to·provide·project·information,·links·to·Let·advertisements,·and·substantive·engagement·with·DBEs.

4. **Documentation of Negotiation with Interested DBEs:**
   a. **Purpose:** To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.

   b. **Action:** Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts. A bidder using good business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

5. **Documentation of Sound Reason for Rejecting DBEs:**
   a. **Purpose:** To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.

   b. **Action:** Provide sufficient evidence to demonstrate that DBE was rejected for sound reasons such as past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

6. **Documentation of Assistance to Interested DBEs - Bonding, Credit, Insurance, Equipment, Supplies/Materials:**
   a. **Purpose:** To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.

   b. **Action:** Assist interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

7. **Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:**
   a. **Purpose:** To effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.

   b. **Action:** Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Return to:
Wisconsin Department of Transportation
DBE Program Office
PO Box 7965
Madison, WI 53707-7965
DBE_Alert@dot.wi.gov

I certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses and as specified in Additional Special Provision 3 (ASP-3).

I certify that the information given in the Documentation of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

		(Bidder/Authorized Representative Signature)
		*****
		(Print Name)
		*****
		(Title)

Good Faith Effort -- Sample Documentation Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

SOLICITATION LOG

Date	Activity	Name of DBE Solicited	Follow-up
4/1/2020	Sent May Let solicitation	Winterland Electric	Spoke with Mark Winterland on 4/15/20 to ask if he would quote

SELECTED WORK ITEMS SOLICITED LOG

Work Type	DBE Firm	Contact Person	Date	Contact Mode
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email, left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	Requested info on electrical requirements; provided plan and link to specs	4/3/2020
4/21/2020	Absolute Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

NEGOTIATIONS LOG

Date	DBE Firm	Contact Name	Work Type	Quotes Rec'd?	Considered for project?	If not selected, why?
4/12/2020	ABC Landscape	John Dean	Erosion Control	Yes	No	Cannot perform all items
4/17/2020	Wild Ferns	Sandy Lynn	Erosion Control	Yes	Yes	
4/20/2020	#1 Marking	Mark Smart	Electrical	Yes	Yes	

ASSISTANCE LOG

Date	DBE Firm	Contact Person	Assistance Provided
4/1/2020	ABC Sawing	Jackie Swiggle	Informed DBE on how to obtain bonding
4/17/2020	Supreme Construction	Winston Walters	Provided contact for wholesale supply purchase

OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization Contacted	Contact Person	Assistance Requested
4/1/2020	Women in Construction	LaTonya Klein	Contact information for woman-owned suppliers
4/28/2020	WBIC	Sam Smith	Asked for information to provide to DBE regarding financing programs through WBIC

Official Form DT1202 can be found here: www.wisconsindot.gov/DBEcontracting

ADDITIONAL SPECIAL PROVISION 4

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

Payment to First-Tier Subcontractors

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

The prime contractor is not allowed to withhold retainage from payments due subcontractors.

Payment to Lower-Tier Subcontractors

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

Additional Special Provision 6
ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

415.3.16 Tolerance in Pavement Thickness

Replace the entire text with the following effective with the November 2021 letting:

415.3.16.1 General

(1) Construct the plan thickness or thicker. The department will accept pavement thickness based on the results of department-performed acceptance testing conforming to:

Magnetic Pulse Induction .....CMM 870: ASTM E3209 WTM
Probing.....CMM 870: WTP C-002
Preplacement Measurement .....CMM 870: WTP C-003

415.3.16.2 Pavement Units

415.3.16.2.1 Basic Units

(1) Basic unit is defined as a slip formed, single lane, with a minimum lane width of 10 feet, measured, from the pavement edge to the adjacent longitudinal joint; from one longitudinal joint to the next; or between pavement edges if there is no longitudinal joint.

415.3.16.2.2 Special Units

(2) Establish special units for areas of fillets, intersections, gaps, gores, shoulders, ramps, pavement lanes less than 10 feet wide and other areas not included in basic units.

415.3.16.3 Test Plate Locations

(1) Place department-furnished test plates. Within 5 business days after paving, enter the sequential number and associated position data into MRS available at:

http://www.atwoodsystems.com/

(2) Contractor will maintain plate location markings for 10 business days after paving.

415.3.16.4 Acceptance Testing

415.3.16.4.1 Basic Units

415.3.16.4.1.2 Magnetic Pulse Induction

(1) The department will measure thickness within 10 business days of paving. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.

(2) Department will establish a project reference plate at the start of each paving stage. Project reference plate will be measured before each day of testing. Department will notify the contractor of project reference plate locations before testing.

(3) If the random plate test result falls within 80 to 50 percent pay range specified in 415.5.2, the department will measure the second plate in that unit. The department will notify the contractor immediately if the average of the 6 readings falls within the 80 to 50 percent pay range.

(4) If an individual random plate test result is more than 1 inch thinner than contract plan thickness, the pavement is unacceptable. Department will determine limits of unacceptable pavement by performing the following:

- The engineer will test each consecutive plate stationed ahead and behind until the thickness test result is plan thickness or greater.
- The engineer will direct the contractor to core the hardened concrete to determine the extent of the unacceptable area. In each direction, the contractor shall take cores at points approximately 20 feet from the furthest out of specification plate towards the plate that is plan thickness of greater. Once a core is within 80 to 100 percent pay range, the coring is complete and the limits of unacceptable pavement extend from the stationing between the core test results of 80 to 100 percent payment, inclusive of all unacceptable core and plate test results.
- The contractor shall perform coring according to AASHTO T24. The department will evaluate the results according to AASHTO T148
- The contractor shall fill core holes with concrete or mortar.

415.3.16.4.2 Special Units

415.3.16.4.2.1 Magnetic Pulse Induction

(1) The department will measure thickness within 10 business days of paving. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.

(2) Department will establish a project reference plate at the start of each paving stage. Project reference plate will be measured before each day of testing. Department will notify the contractor of project reference plate locations before testing.

(3) If the random plate test result falls within 80 to 50 percent pay range specified in 415.5.2, the department will measure the second plate in that unit. The department will notify the contractor immediately if the average of the 6 readings falls within the 80 to 50 percent pay range.

(4) If an individual random plate test result is more than 1 inch thinner than contract plan thickness, the department will measure the second plate in that unit. If both plates are required to be measured, then all six thickness measurements will be averaged for that unit. If the average of the six measurements is more than 1 inch thinner than contract plan thickness, the pavement is unacceptable.

415.3.16.4.2.2 Probing

(1) The department will measure slip form special units during concrete placement. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.

(2) Department will probe 2 random locations within the special unit. The average of the two readings will be the reported measurement for the special unit.

415.3.16.4.2.3 Preplacement Measurement

(1) The department will measure non-slip form special units before concrete placement.

(2) Thickness corrections will be made to a conforming thickness by reshaping the base aggregate before the pavement is placed.

415.5.2 Adjusting Pay for Thickness

Replace the entire text with the following effective with the November 2021 letting:

(1) The department will adjust pay for pavement thickness under the Nonconforming Thickness Concrete Pavement administrative item as follows:

FOR PAVEMENT THINNER THAN PLAN THICKNESS BY:	PERCENT OF THE CONTRACT UNIT PRICE
> 1/4 inch but <= 1/2 inch	80
> 1/2 inch but <= 3/4 inch	60
> 3/4 inch but <= 1 inch	50

(2) When pavement of unacceptable final thickness is determined, as specified in 415.3.16.4, the department will direct the contractor to either:

1. Remove and replace unacceptable concrete pavement to the nearest joint with new concrete pavement of conforming thickness. The department will pay once for the area at the full contract price.
2. If the unacceptable pavement is less than 100 LF, the department may allow the concrete to remain in place without payment for the unacceptable area.

460.2.6 Recovered Asphaltic Binders

Replace paragraph two with the following effective with the November 2021 letting:

(2) The contractor may replace virgin binder with recovered binder up to the maximum percentage allowed under 460.2.5 without further testing. When the design percent asphalt binder replaced exceeds the allowable limits in 460.2.5, the contractor must:

- Document adjustments made to the mix design in the mix design submittal.
- Submit test results that indicate the mixture's asphaltic binder meets or exceeds the upper and lower temperature grade requirements the bid item designates.
    - If only one recycled asphaltic material source is used, furnish one of the following:
        - Test results from extracted and recovered binder from the resultant mixture.
        - Blending charts that indicate the resultant mixture's high and low temperature PG as an interpolation of the percent binder replaced between the virgin binder's and the recycled asphaltic material source binder's high and low temperature PG.
    - If two or more recycled asphaltic material sources are used, furnish test results from extracted and

recovered binder from the resultant mixture.

501.2.6 Water

Retitle with the following effective with the November 2021 letting:

501.2.6 Mixing Water

501.2.6.2 Requirements

Replace paragraph two with the following effective with the November 2021 letting:

(2) Water from other sources must comply with the following:

Acidity, maximum of 0.1N NaOH to neutralize 200 mL of water; CMM 870: WTP C-001	2 mL
Alkalinity, maximum of 0.1N HCL to neutralize 200 mL of water; CMM 870: WTP C-001	15 mL
Maximum sulphate ($S0_4$); CMM 870: WTP C-001	0.05 percent
Maximum chloride; CMM 870: WTP C-001	0.10 percent
Maximum total solids; CMM 870: WTP C-001	
Organic	0.04 percent
Inorganic	0.15 percent

501.3.2.4.2 Air Entrainment

Replace paragraph two with the following effective with the November 2021 letting:

(2) Test fresh concrete air content according to AASHTO T152 or AASHTO TP118 at the contract-required frequency and as the engineer directs. Test concrete placed by pumping or belting at the point of discharge from the pump line or belt.

501.3.7.1 Slump

Replace paragraph one with the following effective with the November 2021 letting:

(1) Use a 1-inch to 4-inch slump for concrete used in structures or placed in forms, except as follows:

- Do not exceed a slump of 2 inches for grade E concrete.
- Increase slump as specified in 502.3.5.3 for concrete placed underwater.
- If BTS approves a concrete mixture using a superplasticizer, the contractor may increase slump for that mixture to a maximum of 9 inches without exceeding the maximum mix water allowed for that grade.

531.5 Payment

Replace paragraph two with the following effective with the November 2021 letting:

(2) Payment for Concrete Masonry Ancillary Structures Type NS is full compensation for providing concrete for non-standard sign structure foundations; and for anchor rod assemblies. The department will pay separately for excavating and backfilling drilled shafts under the Drilling Shafts bid items.

Replace paragraph five with the following effective with the November 2021 letting:

(5) Payment for the Foundation bid items is full compensation for providing concrete foundations; for anchor rod assemblies; for reinforcing steel; and for embedded conduit and electrical components. The department will pay separately for excavating and backfilling drilled shafts under the Drilling Shafts bid items.

642.2.2.1 General

Replace paragraph one with the following effective with the November 2021 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. Ensure quality cell phone reception is achievable inside the field office.

701.3.1 General

Replace table 701-1 with the following effective with the November 2021 letting:

TABLE 701-1 TESTING AND CERTIFICATION STANDARDS

TEST	TEST STANDARD	MINIMUM REQUIRED CERTIFICATION (any one of the certifications listed for each test)
Random Sampling	CMM 830.9.2	Transportation Materials Sampling Technician (TMS) TMS Assistant Certified Technician (ACT-TMS) Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG) PCC Technician I (PCCTEC-I) PCCTEC-I Assistant Certified Technician (ACT-PCC) Grading Technician I (GRADINGTEC-I) Grading Assistant Certified Technician (ACT-GRADING)
Sampling Aggregates	AASHTO T2[1] [4]	TMS, ACT-TMS, AGGTECT-1, ACT-AGG
Percent passing the No. 200 sieve	AASHTO T11[1]	AGGTEC-I, ACT-AGG
Fine & coarse aggregate gradation	AASHTO T27[1]	
Aggregate moisture content	AASHTO T255[1]	
Fractured faces	ASTM D5821[1]	
Liquid limit	AASHTO T89	Aggregate Testing for Transportation Systems (ATTS) GRADINGTEC-I, or ACT-GRADING
Plasticity index	AASHTO T90[3]	
Sampling freshly mixed concrete	AASHTO R60	PCCTEC-1 ACT-PCC
Air content of fresh concrete	AASHTO T152[2] AASHTO TP118[5]	
Air void system of fresh concrete	AASHTO TP118[5]	
Concrete slump	AASHTO T119[2]	
Concrete temperature	ASTM C1064	
Making and curing concrete specimens	AASHTO T23	
Moist curing for concrete specimens	AASHTO M201	
Concrete compressive strength	AASHTO T22	Concrete Strength Tester (CST) CST Assistant Certified Technician (ACT-CST)
Concrete flexural strength	AASHTO T97	
Concrete surface resistivity[2]	AASHTO T358	
Voids in aggregate	AASHTO T19	PCCTEC-II
Profiling	__	PROFILER

[1] As modified in CMM 860.

[2] As modified in CMM 870.

[3] A plasticity check, if required under individual QMP specifications, may be performed by an AGGTEC-I in addition to the certifications listed for liquid limit and plasticity index tests.

[4] Plant personnel may operate equipment to obtain samples under the direct observation of a TMS or higher.

[5] Consolidate by rodding.

710.2 Small Quantities

Replace the entire text with the following effective with the November 2021 letting:

(1) The department defines small quantities as follows:

- As specified in 715.1.1.2 for class I concrete.
- Less than 50 cubic yards of class II ancillary concrete placed under a single bid item.

(2) For contracts with only small quantities of material subject to testing, modify the requirements of 710 as follows:

1. The contractor may submit an abbreviated quality control plan as allowed in 701.1.2.3.
2. Provide one of the following for aggregate process control:
   - Documented previous testing dated within 120 calendar days. Provide gradation test results to the engineer before placing material.
   - Non-random start-up gradation testing.

710.4 Concrete Mixes

Replace paragraph two with the following effective with the November 2021 letting:

(2) At least 7 business days before producing concrete, document that materials conform to 501 unless the engineer allows or individual QMP specifications provide otherwise. Include the following:

1. For mixes: quantities per cubic yard expressed as SSD weights and net water, water to cementitious material ratio, air content, and SAM number.
2. For cementitious materials and admixtures: type, brand, and source.
3. For aggregates: absorption, SSD bulk specific gravity, wear, soundness, freeze thaw test results if required, and air correction factor. Also include aggregate production records dated within 2 years if using those results in the design. Submit component aggregate gradations, aggregate proportions, and target combined blended aggregate gradations using the following:
    - DT2220 for combined aggregate gradations.
    - DT2221 for optimized aggregate gradations.
4. For optimized concrete mixtures:
    - Complete the worksheets within DT2221 according to the directions.
    - Ensure the optimized aggregate gradations and the optimized mix design conform to WisDOT specifications and pass the built-in tests within DT2221.
    - Verify slip-form mixture workability according to AASHTO TP137 and conformance to specifications through required trial batching.
    - Submit the completed DT2221 to the engineer electronically. Include the trial batch test results with the mix design submittal.

710.5.5 Strength

Replace paragraph one with the following effective with the November 2021 letting:

(1) Cast all 6" x 12" cylinders or all 6" x 6" x 21" beams in a set from the same sample. Do not cast more than one set of specimens from a single truckload of concrete. Mark each specimen to identify the lot and sublot or location on the project it represents.

710.5.6 Aggregate Testing

Retitle and replace the entire text with the following effective with the November 2021 letting:

710.5.6 Aggregate Testing During Concrete Production

710.5.6.1 General

(1) The department will accept gradation based on the results of department-performed acceptance testing.

(2) The department and contractor will obtain samples using the same method. When belt sampling, contractor personnel shall obtain samples for the department under the direct observation of the department personnel. Contractor will define sampling method in the QMP or abbreviated QMP.

710.5.6.2 Contractor Control Charts

710.5.6.2.1 General

(1) Test aggregate gradations during concrete production except as allowed for small quantities under 710.2. Required contractor testing will be performed using non-random samples.

(2) Sample aggregates from either the conveyor belt or from the working face of the stockpiles.

(3) Sample aggregates within 2 business days before placement for each mix design. Include this gradation on the control charts.

(4) Report gradation test results and provide control charts to the engineer within 1 business day of obtaining the sample. Submit results to the engineer and electronically into MRS as specified in 701.1.2.7.

(5) Conduct aggregate testing at the minimum frequency shown based on the anticipated daily cumulative plant production for each mix design. The contractor’s concrete production tests can be used for the same mix design on multiple contracts.

TABLE 710-1 CONTRACTOR GRADATION TESTING FREQUENCY - CLASS I

DAILY PLANT PRODUCTION RATE FOR WisDOT WORK	MINIMUM FREQUENCY
Gradation Report Before Placement	
1000 cubic yards or less	one test per day
more than 1000 cubic yards	two tests per day

TABLE 710-2 CONTRACTOR GRADATION TESTING FREQUENCY - CLASS II

MINIMUM FREQUENCY
Gradation Report Before Placement
One test per calendar week of production

710.5.6.2.2 Optimized Aggregate Gradation Control Charts

(1) Determine the complete gradation using a washed analysis for both fine and coarse aggregates. Report results for the following:

- 1 1/2", 1", 3/4", 1/2", 3/8", #4, #8, #16, #30, #50, #100, and #200 sieves.
- Sum of volumetric percentages retained on No. 8, No. 16, and No. 30 sieves.
- Sum of volumetric percentages retained on No. 30, No. 50, No. 100, and No. 200 sieves.

(2) Calculate blended aggregate gradations using the mix design batch percentages for the component aggregates. Ensure the blended aggregate gradation conforms to the volumetric percent retained of the optimized aggregate gradation limits specified in table 501-4.

(3) Throughout the contract, construct a 4-point running average of the volumetric percent retained for each sieve to determine if the blended aggregate gradation is within the tarantula curve limits specified in table 501-4.

710.5.6.2.3 Combined Aggregate Gradation Control Charts

(1) Determine the complete gradation using a washed analysis for both fine and coarse aggregates. Report results for the 1 1/2", 1", 3/4", 1/2", 3/8", #4, #8, #16, #30, #50, #100, and #200 sieves.

(2) Calculate blended aggregate gradations using the mix design batch percentages for the component aggregates. Ensure the blended aggregate gradation conforms to the percent passing by weight requirements of the combined aggregate gradation limits specified in table 501-4.

(3) Throughout the contract, construct a 4-point running average of the percent passing by weight for each sieve to determine if the blended aggregate gradation is within the combined aggregate gradation limits specified in table 501-4.

710.5.6.3 Department Acceptance Testing

(1) Department testing frequency is based on the quantity of each mix design placed under each individual WisDOT contract.

(2) The department will split each sample, test for acceptance, and retain the remainder for a minimum of 10 calendar days.

(3) The department will obtain the sample and deliver to regional testing lab in the same day. Department will report gradation test results to the contractor within 1 business day of being delivered to the lab. Department and contractor can agree to an alternative test result reporting timeframe; alternative timeframe is required to be documented in the QMP.

(4) Additional samples may be taken at the engineer’s discretion due to change in condition.

TABLE 710-3 DEPARTMENT GRADATION TESTING FREQUENCY

CONCRETE CLASSIFICATION	MINIMUM DEPARTMENT FREQUENCY
Class I: Pavement	1 test per placement day for first 5 days of placement. If all samples are passing, reduced frequency is applied.
	Reduced frequency: 1 test per calendar week of placement
Class I: Structures	1 test per 250 CY placed - Minimum of 1 test per substructure - Minimum of 1 test per superstructure
Class I: Cast-in-Place Barrier	1 test per 500 CY placed
Class II	No minimum testing

710.5.7 Corrective Action

Replace the entire text with the following effective with the November 2021 letting:

710.5.7.1 Optimized Aggregate Gradations

(1) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by less than or equal to 1.0 percent on a single sieve size, do the following:

1. Notify the other party immediately.
2. Perform corrective action documented in the QC plan or as the engineer approves.
3. Document and provide corrective action results to the engineer as soon as they are available.
4. Department will conduct two tests within the next business day after corrective action is complete.
5. If blended aggregate gradations are within the tarantula curve limits by the second department test:
   - Continue with concrete production.
   - Contractor will include a break in the 4-point running average.
   - For Class I: Pavements, department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
6. If blended aggregate gradations are not within the tarantula curve limits by the second department test:
   - Provide a new mix design with an increased cementitious content.
   - If the mix design already has a cementitious content of 565 or more pounds per cubic yard, provide a new mix design.
   - If the contract requires optimized aggregate gradations under 501.2.7.4.2.1(2), stop concrete production and submit a new mix design.

(2) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a new mix design.

(3) Department and contractor will sample and test aggregate of the new mix design at the frequency defined in 710.5.6.1.

710.5.7.2 Combined Aggregate Gradations

(1) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by less than or equal to 1.0 percent on a single sieve size, do the following:

1. Notify the other party immediately.
2. Perform corrective action documented in the QC plan or as the engineer approves.
3. Document and provide corrective action results to the engineer as soon as they are available.
4. Department will conduct two tests within the next business day after corrective action is complete.
5. If blended aggregate gradations are within the combined aggregate gradation limits by the second department test:
   - Continue with concrete production.
   - Contractor will include a break in the 4-point running average.

- For Class I: Pavements, department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.

6. If blended aggregate gradations are not within the combined aggregate gradation limits by the second department test, stop concrete production and submit a new mix design.

(2) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a new mix design.

(3) Department and contractor will sample and test aggregate of the new mix design at the frequency defined in 710.5.6.1.

715.3.1.1 General

Replace paragraphs three and four with the following effective with the November 2021 letting:

(3) Cast a set of 3 additional 6"x12" cylinders and test the concrete surface resistivity according to AASHTO T358. Perform this testing at least once per lot if total contract quantities are greater than or equal to the following:

- 20,000 square yards for pavements.
- 5,000 linear feet for barriers.
- 500 cubic yards for structure concrete.

Submit the resistivity to the nearest tenth into MRS for information only. Resistivity testing is not required for the following:

- Lot with less than 3 sublots.
- Concrete items classified as ancillary.
- Concrete placed under the following bid items:
  - Concrete Pavement Approach Slab
  - Concrete Masonry Culverts
  - Concrete Masonry Retaining Walls

(4) Test the air void system at least once per lot and enter the SAM number in MRS for information only. SAM testing is not required for the following:

- For lots with less than 3 sublots.
- High early strength (HES) concrete.
- Special high early strength (SHES) concrete.
- Concrete placed under the following bid items:
  - Concrete Pavement Approach Slab
  - Concrete Masonry Culverts
  - Concrete Masonry Retaining Walls
  - Steel Grid Floor Concrete Filled
  - Crash Cushions Permanent
  - Crash Cushions Permanent Low Maintenance
  - Crash Cushions Temporary

715.3.1.2.3 Lots by Cubic Yard

Replace the entire text with the following effective with the November 2021 letting:

(1) Define standard lots and sublots conforming to the following:

TABLE 715-1 CLASS I - LOT AND SUBLOT SIZES

CONCRETE CLASSIFICATION	LOT SIZE	SUBLOT SIZE	NUMBER OF SUBLOTS PER LOT
Class I: Pavement	1250 cubic yards	250 cubic yards	5
Class I: Structures	250 cubic yards	50 cubic yards	5
Class I: Cast-in-Place Barrier	500 cubic yards	100 cubic yards	5

(2) The contractor may include sublots less than or equal to 25 percent of the standard volume in the previous sublot. For partial sublots exceeding 25 percent of the standard volume, notify the engineer who will direct additional testing to represent that partial sublot.

(3) An undersized lot is eligible for incentive payment under 715.5 if the lot has 3 or more sublots for that lot.

715.3.2 Strength Evaluation

Replace the entire text with the following effective with the November 2021 letting:

715.3.2.1 General

(1) The department will make pay adjustments for strength on a lot-by-lot basis using the compressive strength of contractor QC cylinders or the flexural strength of contractor QC beams.

(2) Randomly select 2 QC specimens to test at 28 days for percent within limits (PWL). Compare the strengths of the 2 randomly selected QC specimens and determine the 28-day sublot average strength as follows:

- If the lower strength divided by the higher strength is 0.9 or more, average the 2 QC specimens.
- If the lower strength divided by the higher strength is less than 0.9, break one additional specimen and average the 2 higher strength specimens.

715.3.2.2 Removal and Replacement

715.3.2.2.1 Pavement

(1) If a sublot strength is less than 2500 psi in compressive strength or 500 psi in flexural strength, the department may direct the contractor to core that sublot to determine its structural adequacy and whether to direct removal.

(2) If the engineer directs coring, obtain three cores from the sublot in question. Have an HTCP-certified PCC technician I perform or observe core sampling according to AASHTO T24.

(3) Have an independent consultant test cores according to AASHTO T24.

(4) The department will assess concrete for removal and replacement based on a sublot-by-sublot analysis of core strength. Perform coring and testing, fill core holes with an engineer-approved non-shrink grout or concrete, and provide traffic control during coring.

(5) The sublot pavement is conforming if the compressive strengths of all cores from the sublot are 2500 psi or greater.

(6) The sublot pavement is nonconforming if the compressive strengths of any core from the sublot is less than 2500 psi. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in 106.5.

715.3.2.2.2 Structures and Cast-in-Place Barrier

(1) The department will evaluate the sublot for possible removal and replacement if the 28-day sublot average compressive strength is lower than f'c minus 500 psi. The value of f'c is the design stress the plans show. The department may assess further strength price reductions or require removal and replacement only after coring the sublot.

(2) The engineer may initially evaluate the sublot strength using a non-destructive method. Based on the results of non-destructive testing, the department may accept the sublot at the previously determined pay for the lot, or direct the contractor to core the sublot.

(3) If the engineer directs coring, obtain three cores from the sublot in question. Have an HTCP-certified PCC technician I perform or observe core sampling according to AASHTO T24. Determine core locations, subject to the engineer's approval, that do not interfere with structural steel.

(4) Have an independent consultant test cores according to AASHTO T24.

(5) The department will assess concrete for removal and replacement based on a sublot-by-sublot analysis of core strength. Perform coring and testing, fill core holes with an engineer-approved non-shrink grout or concrete, and provide traffic control during coring.

(6) If the 3-core average is greater than or equal to 85 percent of f'c, and no individual core is less than 75 percent of f'c, the engineer will accept the sublot at the previously determined pay for the lot. If the 3-core average is less than 85 percent of f'c, or an individual core is less than 75 percent of f'c, the engineer may require the contractor to remove and replace the sublot. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in 106.5.

715.5 Payment

Replace the entire text with the following effective with the November 2021 letting:

715.5.1 General

(1) The department will pay incentive for compressive strength under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

(2) Incentive payment may be more or less than the amount the schedule of items shows.

(3) The department will administer disincentives for strength under the Disincentive Strength Concrete Structures, Disincentive Strength Concrete Barrier, Disincentive Flexural Strength Concrete Pavement, and Disincentive Compressive Strength Concrete Pavement, administrative items.

(4) The pay factor that is calculated from the equations in 715.5.2(2) and 715.5.3(2) will be applied to the unit costs listed below:

- Pavement: $45 per SY.
- Structure: $635 per CY.
- Cast-in-place barrier: $75 per LF.

(5) 28-day strength average for a lot is the average of the individual sublot strengths within the given lot.

(6) The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under 715.3.1.2.2.

(7) Submit test results to the department electronically using MRS software. The department will validate contractor data before determining pay adjustments.

(8) All coring and testing costs under 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

715.5.2 Compressive Strength

(1) The department will measure PWL relative to strength lower specification limits as follows:

- Compressive strength of 3700 psi for pavements.
- Compressive strength of 4000 psi for structures and cast-in-place barrier.

(2) The department will adjust pay for each lot using equation "Comp2022" as follows:

Percent within Limits (PWL)	Pay Factor (%)
>= 90 to 100	(1/5 x PWL) + 82
>= 85 to < 90	100
>= 50 to < 85	(5/7 x PWL) + (275/7)
< 50	50[1]

[1] Any material resulting in a lot PWL value less than 50 will be evaluated according to 715.3.2. In the event the material remains in place, it will be paid at 50 percent of the contract unit price of the concrete bid item.

(3) The department will not pay incentive if the lot standard deviation is greater than the following:

- 400 psi for pavement.
- 350 psi for structure and cast-in-place barrier

(4) For lots with less than 3 sublots, there is no incentive but the department will reduce pay by 50 percent of the contract unit price for sublots with an average compressive strength below the following:

- 3700 psi for pavements.
- 4000 psi for structures and cast-in-place barrier.

715.5.3 Flexural Strength

(1) The department will measure PWL relative to strength lower specification limits as follows:

- Flexural strength of 650 psi for pavements.

(2) The department will adjust pay for each lot using equation "Flex2022" as follows:

Percent within Limits (PWL)	Pay Factor (%)
>= 90 to 100	(2/5 x PWL) + 64
>= 85 to < 90	100

>= 50 to < 85	(5/7 x PWL) + (275/7)
< 50	50[1]

[1] Material resulting in a lot PWL value less than 50 will be evaluated according to 715.3.2. In the event the material remains in place, it will be paid at 50 percent of the contract unit price of the concrete bid item.

(3) The department will not pay incentive if the lot standard deviation is greater than 60 psi.

(4) For lots with less than 3 sublots, there is no incentive but the department will reduce pay by 50 percent of the contract unit price for sublots with an average flexural strength below 650 psi.

716.2.1 Class II Concrete

Replace paragraph two with the following effective with the November 2021 letting:

(2) Perform random QC testing at the following frequencies:

1. Test air content, temperature, and slump a minimum of once per 100 cubic yards for each mix design and placement method.
2. Cast one set of 2 cylinders per 200 cubic yards for each mix design and placement method. Cast a minimum of one set of 2 cylinders per contract for each mix design and placement method. Random 28-day compressive strength cylinders are not required for HES or SHES concrete.
3. For deck overlays, perform tests and cast cylinders once per 50 cubic yards of grade E concrete placed.
4. For concrete base, one set of tests and one set of cylinders per 250 cubic yards.

The department will allow concrete startup test results for quantities under 50 cubic yards. Cast one set of 2 cylinders if using startup testing for acceptance.

460.2.2.3 Aggregate Gradation Master Range

Correct errata by adding US Standard equivalent sieve sizes.

(1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

SIEVE	PERCENT PASSING DESIGNATED SIEVES							
	NOMINAL SIZE							
	No. 1 (37.5 mm) (1 1/2 inch)	No. 2 (25.0 mm) (1 inch)	No.3 (19.0 mm) (3/4 inch)	No. 4 (12.5 mm) (1/2 inch)	No. 5 (9.5 mm) (3/8 inch)	No. 6 (4.75 mm) (3/16 inch)	SMA No. 4 (12.5 mm) (1/2 inch)	SMA No. 5 (9.5 mm) (3/8 inch)
50.0-mm (2-inch)	100							
37.5-mm (1 1/2-inch)	90 - 100	100						
25.0-mm (1-inch)	90 max	90 - 100	100					
19.0-mm (3/4-inch)	___	90 max	90 - 100	100			100	
12.5-mm (1/2-inch)	___	___	90 max	90 - 100	100		90 - 97	100
9.5-mm (3/8-inch)	___	___	___	90 max	90 - 100	100	58 - 80	90 - 100
4.75-mm (No. 4)	___	___	___	___	90 max	90 - 100	25 - 35	35 - 45
2.36-mm (No. 8)	15 - 41	19 - 45	23 - 49	28 - 58	32 - 67	90 max	15 - 25	18 - 28
1.18-mm (No. 16)	___	___	___	___	___	30 - 55	___	___
0.60-mm (No. 30)	___	___	___	___	___	___	18 max	18 max
0.075-mm (No. 200)	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	6.0 - 13.0	8.0 - 11.0	8.0 - 12.0
% VMA	11.0 min	12.0 min	13.0 min	14.0 min[1]	15.0 min[2]	16.0 - 17.5	16.0 min	17.0 min

[1] 14.5 for LT and MT mixes.

[2] 15.5 for LT and MT mixes.

715.5.1 General

Correct the bid item number for Incentive Compressive Strength Concrete Pavement.

(1) The department will pay incentive for compressive strength under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

ADDITIONAL SPECIAL PROVISION 7

A. Reporting 1st Tier and DBE Payments During Construction

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

B. Costs for conforming to this special provision are incidental to the contract.

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

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

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

Effective January 2019 Letting ASP 9

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx

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

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

(4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

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

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

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

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

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

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

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

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Non-discrimination Provisions

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the contractor under the contract until the contractor complies; and/or
b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SEPTEMBER 2002

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.

2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

County	%	County	%	County	%
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of $10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

   As referred to in this section, the Director means:

   Director
   Office of Federal Contract Compliance Programs
   Ruess Federal Plaza
   310 W. Wisconsin Ave., Suite 1115
   Milwaukee, WI 53202

   The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective November 2020 letting

BUY AMERICA PROVISION

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or $2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this “Buy America” provision.

https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf

Upon completion of the project certify to the engineer, in writing using department form DT4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form DT4567 is available at:

https://wisconsindot.gov/Documents/formdocs/dt4567.docx

Effective February 2016 letting

Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses.* "Use of United States-flag vessels:"

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."

(b) *Contractor and Subcontractor Clauses.* "Use of United States-flag vessels: The contractor agrees—"

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

Effective with December 2017 Letting

WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS
FOR PROJECTS WITH FEDERAL AID

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:
https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf
https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

"General Decision Number: WI20210010 07/09/2021

Superseded General Decision Number: WI20200010

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 $10.95 for calendar year 2021 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 $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	03/12/2021
2	03/19/2021
3	04/09/2021
4	05/14/2021
5	07/09/2021

BRWI0001-002 06/01/2020

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	$ 35.31	24.7 7

BRWI0002-002 06/01/2020

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER	$ 42.77	23.47

BRWI0002-005 06/01/2020

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	$ 36.68	23.40

BRWI0003-002 06/01/2020

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER	$ 35.68	24.40

BRWI0004-002 06/01/2020

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER	$ 39.90	25.53

BRWI0006-002 06/01/2020

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,

ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER	$ 36.60	23.48

BRWI0007-002 06/01/2020

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER	$ 37.07	24.72

BRWI0008-002 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER	$ 40.75	24.32

BRWI0011-002 06/01/2020

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER	$ 35.68	24.40

BRWI0019-002 06/01/2020

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER	$ 34.86	25.22

BRWI0034-002 06/01/2020

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER	$ 37.36	24.43

CARP0087-001 05/01/2016

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen	$ 36.85	18.39

CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER	$ 33.56	18.00
MILLWRIGHT	$ 35.08	18.35
PILEDRIVER	$ 34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter	$ 33.56	18.00
Millwright	$ 35.08	18.35
Pile Driver	$ 34.12	18.00

CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER	$ 35.78	22.11

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER	$ 36.15	20.43

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A	$ 31.03	22.69
Zone B	$ 31.03	22.69

ELEC0014-002 06/14/2020

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:	$ 35.98	20.98

ELEC0014-007 07/05/2020

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician	$ 27.75	15.14

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video)

including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:	$ 41.62	30%+12.70

ELEC0158-002 06/01/2020

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 34.77	29.75%+10.26

ELEC0159-003 08/02/2020

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 41.86	22.67

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes

Electricians:
Electrical contracts over $180,000.....$ 33.94 21.80
Electrical contracts under $180,000.....$ 31.75 21.73

ELEC0242-005 05/31/2020

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	$ 39.77	28.11

ELEC0388-002 06/01/2020

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	$ 34.85	26%+11.20

ELEC0430-002 02/02/2021

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	$ 41.859	22.871

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* ELEC0494-005 06/01/2021

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	$ 44.39	25.67

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* ELEC0494-006 06/01/2021

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:	$ 37.91	22.74

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* ELEC0494-013 06/01/2021

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	$ 22.39	18.80
Technician	$ 32.49	20.26

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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ELEC0577-003 06/01/2020

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:	$ 34.23	29.50%+10.00

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* ELEC0890-003 06/01/2021

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE,
RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:	$ 39.00	25.95%+11.17

ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman	$ 47.53	21.43
(2) Heavy Equipment Operator	$ 42.78	19.80
(3) Equipment Operator	$ 38.02	18.40
(4) Heavy Groundman Driver	$ 33.27	16.88
(5) Light Groundman Driver	$ 30.89	16.11
(6) Groundsman	$ 26.14	14.60

ENGI0139-005 06/01/2020

	Rates	Fringes
Power Equipment Operator		
Group 1	$ 41.62	23.80
Group 2	$ 41.12	23.80
Group 3	$ 40.62	23.80
Group 4	$ 40.36	23.80
Group 5	$ 40.07	23.80
Group 6	$ 34.17	23.80

HAZARDOUS WASTE PREMIUMS:
EPA Level ""A"" protection - $3.00 per hour
EPA Level ""B"" protection - $2.00 per hour
EPA Level ""C"" protection - $1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or

cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

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* IRON0008-002 06/01/2021

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER	$ 38.77	28.15

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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* IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER	$ 40.57	28.40

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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* IRON0383-001 06/06/2021

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER	$ 37.75	27.06

IRON0498-005 06/01/2019

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER	$ 40.25	40.53

IRON0512-008 06/03/2019

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER	$ 37.60	29.40

IRON0512-021 05/03/2021

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER	$ 35.09	31.80

LABO0113-002 06/01/2020

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1	$ 30.05	22.26
Group 2	$ 30.20	22.26
Group 3	$ 30.40	22.26
Group 4	$ 30.55	22.26
Group 5	$ 30.70	22.26
Group 6	$ 26.54	22.26

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler

(Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/01/2020

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1	$ 29.30	22.26
Group 2	$ 29.40	22.26
Group 3	$ 29.45	22.26
Group 4	$ 29.65	22.26
Group 5	$ 29.50	22.26
Group 6	$ 26.39	22.26

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/01/2020

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1	$ 29.11	22.26
Group 2	$ 29.26	22.26
Group 3	$ 29.46	22.26
Group 4	$ 29.43	22.26
Group 5	$ 29.76	22.26
Group 6	$ 26.25	22.26

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LABO0140-002 06/01/2020

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE,

RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1	$ 33.72	17.95
Group 2	$ 33.82	17.95
Group 3	$ 33.87	17.95
Group 4	$ 34.07	17.95
Group 5	$ 33.92	17.95
Group 6	$ 30.35	17.95

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LABO0464-003 06/01/2020

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1	$ 34.00	17.95
Group 2	$ 34.10	17.95
Group 3	$ 34.15	17.95

Group 4	$ 34.35	17.95
Group 5	$ 34.20	17.95
Group 6	$ 30.35	17.95

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller	$ 30.33	17.27
Spray, Sandblast, Steel	$ 30.93	17.27
Repaint:		
Brush, Roller	$ 28.83	17.27
Spray, Sandblast, Steel	$ 29.43	17.27

PAIN0108-002 06/01/2019

RACINE COUNTY

	Rates	Fringes
Painters:		

Brush, Roller	$ 36.08	20.36
Spray & Sandblast	$ 37.08	20.36

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER	$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER	$ 22.03	12.45

PAIN0781-002 06/01/2019

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge	$ 33.30	23.86
Brush	$ 32.95	23.86
Spray & Sandblast	$ 33.70	23.86

PAIN0802-002 06/01/2019

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 30.93	18.44

PREMIUM PAY:
Structural Steel, Spray, Bridges = $1.00 additional per hour.

PAIN0802-003 06/01/2019

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER	$ 30.93	18.58

PAIN0934-001 06/01/2017

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush	$ 33.74	18.95
Spray	$ 34.74	18.95
Structural Steel	$ 33.89	18.95

PAIN1011-002 06/02/2019

FLORENCE COUNTY

	Rates	Fringes
Painters:	$ 25.76	13.33

PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1	$ 39.46	17.17
Area 2 (BAC)	$ 35.07	19.75
Area 3	$ 35.61	19.40
Area 4	$ 34.70	20.51
Area 5	$ 36.27	18.73
Area 6	$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET,

CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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* TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles	$ 32.57	23.81
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic	$ 32.72	23.81
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"

"General Decision Number: WI20210008 07/09/2021

Superseded General Decision Number: WI20200008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 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 $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	03/12/2021
2	03/19/2021
3	05/14/2021
4	07/09/2021

BRWI0001-002 06/01/2020

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	$ 35.31	24.7 7

BRWI0002-002 06/01/2020

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER	$ 42.77	23.47

BRWI0002-005 06/01/2020

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	$ 36.68	23.40

BRWI0003-002 06/01/2020

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER	$ 35.68	24.40

BRWI0004-002 06/01/2020

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER	$ 39.90	25.53

BRWI0006-002 06/01/2020

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER	$ 36.60	23.48

BRWI0007-002 06/01/2020

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER	$ 37.07	24.72

BRWI0008-002 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER	$ 40.75	24.32

BRWI0009-001 06/01/2020

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER	$ 35.68	24.40

BRWI0011-002 06/01/2020

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER	$ 35.68	24.40

BRWI0013-002 06/03/2019

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER	$ 35.56	24.23

BRWI0019-002 06/01/2020

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,

PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER	$ 34.86	25.22

BRWI0021-002 06/01/2020

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER	$ 36.80	24.97

BRWI0034-002 06/01/2020

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER	$ 37.36	24.43

CARP0087-001 05/01/2016

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen	$ 36.85	18.39

CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER	$ 33.56	18.00
MILLWRIGHT	$ 35.08	18.35
PILEDRIVER	$ 34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter	$ 33.56	18.00
Millwright	$ 35.08	18.35
Pile Driver	$ 34.12	18.00

CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER	$ 35.78	22.11

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER	$ 36.15	20.43

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A	$ 31.03	22.69
Zone B	$ 31.03	22.69

CARP2337-003 06/01/2019

	Rates	Fringes
MILLWRIGHT		
Zone A	$ 33.58	21.53
Zone B	$ 33.58	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

ELEC0014-002 06/14/2020

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:	$ 35.98	20.98

ELEC0127-002 06/01/2020

KENOSHA COUNTY

	Rates	Fringes
Electricians:	$ 41.62	30%+12.70

ELEC0158-002 06/01/2020

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 34.77	29.75%+10.26

ELEC0159-003 08/02/2020

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 41.86	22.67

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over $180,000	$ 33.94	21.80
Electrical contracts under $180,000	$ 31.75	21.73

ELEC0242-005 05/31/2020

DOUGLAS COUNTY

	Rates	Fringes
Electricians:	$ 39.77	28.11

ELEC0388-002 06/01/2020

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:	$ 34.85	26%+11.20

ELEC0430-002 02/02/2021

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:	$ 41.859	22.871

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* ELEC0494-005 06/01/2021

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:	$ 44.39	25.67

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* ELEC0494-006 06/01/2021

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:	$ 37.91	22.74

ELEC0577-003 06/01/2020

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:	$ 34.23	29.50%+10.00

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* ELEC0890-003 06/01/2021

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:	$ 39.00	25.95%+11.17

ENGI0139-003 06/01/2020

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	$ 42.92	23.15
Group 2	$ 41.67	23.15
Group 3	$ 39.97	23.15
Group 4	$ 39.44	23.15
Group 5	$ 37.37	23.15
Group 6	$ 35.84	23.15

HAZARDOUS WASTE PREMIUMS:
EPA Level ""A"" Protection: $3.00 per hour
EPA Level ""B"" Protection: $2.00 per hour
EPA Level ""C"" Protection: $1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie

Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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ENGI0139-007 06/01/2020

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	$ 41.64	23.25
Group 2	$ 40.86	23.25
Group 3	$ 39.91	23.25
Group 4	$ 38.86	23.25
Group 5	$ 37.46	23.25

HAZARDOUS WASTE PREMIUMS:
EPA Level ""A"" Protection: $3.00 per hour
EPA Level ""B"" Protection: $2.00 per hour

EPA Level ""C"" Protection: $1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and\or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket; Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame andWinch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers

(vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

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* IRON0008-002 06/01/2021

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER	$ 38.77	28.15

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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* IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER	$ 40.57	28.40

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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* IRON0383-001 06/06/2021

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER	$ 37.75	27.06

IRON0498-005 06/01/2019

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER	$ 40.25	40.53

IRON0512-008 06/03/2019

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER	$ 37.60	29.40

IRON0512-021 05/03/2021

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER	$ 35.09	31.80

LABO0113-004 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1	$ 16.38	21.08
Group 2	$ 18.65	21.08
Group 3	$ 22.19	21.08
Group 4	$ 31.56	21.08
Group 5	$ 31.70	21.08
Group 6	$ 31.76	21.08

Group 7	$ 34.77	21.08
Group 8	$ 37.59	21.08
Group 9	$ 38.23	21.08

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc; Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner; Pipe Layer; Rock Driller and Joint Man; Timber Man and Concrete Brusher; Bracer in Trench Behind Machine & Tight Sheeting; Concrete Formsetter and Shoveler; Jackhammer Operator

GROUP 9: Blaster

LABO0113-005 06/01/2020

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group 1	$ 23.05	21.08
Group 2	$ 28.98	21.08
Group 3	$ 32.34	21.08
Group 4	$ 34.11	21.08

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add $1.00, 15-30 lbs add $2.00, over 30 lbs add $3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

LABO0113-008 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1	$ 22.19	21.08
Group 2	$ 31.70	21.08
Group 3	$ 31.76	21.08
Group 4	$ 34.77	21.08
Group 5	$ 34.91	21.08
Group 6	$ 37.59	21.08
Group 7	$ 38.23	21.08

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

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* LABO0113-009 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel -		
*COMPRESSED AIR 0 - 15 lbs.)		
Group 1	$ 22.19	21.08
Group 2	$ 31.70	21.08
Group 3	$ 35.31	21.08
Group 4	$ 36.11	21.08
Group 5	$ 36.23	21.08
Group 6	$ 38.93	21.08
Group 7	$ 39.55	21.08

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

*Compressed Air 15 - 30 lbs add $2.00 to all classifications
*Compressed Air over 30 lbs add $3.00 to all classifcations

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add $0.15 per hour.

LABO0140-005 06/01/2020

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE,

FLORENCE,FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, LACROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMMPEALEAU, VERNON, VILAS, WALWWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1	$ 29.33	17.88
Group 2	$ 31.18	17.88
Group 3	$ 31.48	17.88
Group 4	$ 32.13	17.88

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add $1.00, 15-30 lbs add $2.00, over 30 lbs add $3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LABO0464-002 06/01/2020

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1	$ 29.23	17.88
Group 2	$ 31.43	17.88
Group 3	$ 31.63	17.88
Group 4	$ 32.38	17.88

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add $1.00, 15- 30 lbs add $2.00, over 30 lbs add $3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LABO1091-010 06/01/2020

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1	$ 29.02	17.88
Group 2	$ 31.08	17.88
Group 3	$ 31.28	17.88
Group 4	$ 32.03	17.88

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:
0 - 15 lbs add $1.00, 15-30 lbs add $2.00, over 30 lbs add $3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and

Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1	$ 39.46	17.17
Area 2 (BAC)	$ 35.07	19.75
Area 3	$ 35.61	19.40
Area 4	$ 34.70	20.51
Area 5	$ 36.27	18.73
Area 6	$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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* TEAM0039-001 06/01/2021

	Rates	Fringes

TRUCK DRIVER		
1 & 2 Axles	$ 32.57	23.81
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic	$ 32.72	23.81
WELL DRILLER	$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

August 2018

NOTICE TO BIDDERS
WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least $1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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	201.0105 Clearing	2.000 STA	_____.____	_____.____
0004	201.0120 Clearing	340.000 ID	_____.____	_____.____
0006	201.0205 Grubbing	2.000 STA	_____.____	_____.____
0008	201.0220 Grubbing	354.000 ID	_____.____	_____.____
0010	203.0100 Removing Small Pipe Culverts	2.000 EACH	_____.____	_____.____
0012	204.0100 Removing Concrete Pavement	1,637.000 SY	_____.____	_____.____
0014	204.0120 Removing Asphaltic Surface Milling	4,432.000 SY	_____.____	_____.____
0016	204.0130 Removing Curb	67.000 LF	_____.____	_____.____
0018	204.0150 Removing Curb & Gutter	10,554.000 LF	_____.____	_____.____
0020	204.0155 Removing Concrete Sidewalk	5,293.000 SY	_____.____	_____.____
0022	204.0170 Removing Fence	298.000 LF	_____.____	_____.____
0024	204.0195 Removing Concrete Bases	47.000 EACH	_____.____	_____.____
0026	204.0210 Removing Manholes	44.000 EACH	_____.____	_____.____
0028	204.0220 Removing Inlets	58.000 EACH	_____.____	_____.____
0030	204.0245 Removing Storm Sewer (size) 01. 8-Inch PVC	6.000 LF	_____.____	_____.____
0032	204.0245 Removing Storm Sewer (size) 02. 12-Inch	1,987.000 LF	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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) 03. 15-Inch	886.000 LF	_____._____	_____._____
0036	204.0245 Removing Storm Sewer (size) 04. 18-Inch	825.000 LF	_____._____	_____._____
0038	204.0245 Removing Storm Sewer (size) 05. 21-Inch	46.000 LF	_____._____	_____._____
0040	204.0245 Removing Storm Sewer (size) 06. 24-Inch	1,059.000 LF	_____._____	_____._____
0042	204.0245 Removing Storm Sewer (size) 07. 30-Inch	81.000 LF	_____._____	_____._____
0044	204.0245 Removing Storm Sewer (size) 08. 36-Inch	769.000 LF	_____._____	_____._____
0046	204.9060.S Removing (item description) 01. Lighting Unit	2.000 EACH	_____._____	_____._____
0048	205.0100 Excavation Common	22,034.000 CY	_____._____	_____._____
0050	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	32.000 TON	_____._____	_____._____
0052	211.0100 Prepare Foundation for Asphaltic Paving (project) 01. 1560-00-70	LS	LUMP SUM	_____._____
0054	211.0200 Prepare Foundation for Concrete Pavement (project) 01. 1560-00-70	LS	LUMP SUM	_____._____
0056	211.0300 Prepare Foundation for Concrete Base (project) 01. 1560-00-70	LS	LUMP SUM	_____._____
0058	211.0500 Prepare Foundation for Base Aggregate	74.000 STA	_____._____	_____._____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0060	213.0100 Finishing Roadway (project) 01. 1560-00-70	1.000 EACH	_____.____	_____.____
0062	305.0110 Base Aggregate Dense 3/4-Inch	1,810.000 TON	_____.____	_____.____
0064	305.0120 Base Aggregate Dense 1 1/4-Inch	18,358.000 TON	_____.____	_____.____
0066	371.2000.S QMP Base Aggregate Dense 1 1/4-Inch Compaction	1.000 EACH	_____.____	_____.____
0068	405.0200 Coloring Concrete Custom	226.000 CY	_____.____	_____.____
0070	415.0060 Concrete Pavement 6-Inch	220.000 SY	_____.____	_____.____
0072	415.0085 Concrete Pavement 8 1/2-Inch	23,468.000 SY	_____.____	_____.____
0074	415.1085 Concrete Pavement HES 8 1/2-Inch	2,086.000 SY	_____.____	_____.____
0076	415.4100 Concrete Pavement Joint Filling	25,554.000 SY	_____.____	_____.____
0078	416.0160 Concrete Driveway 6-Inch	1,065.000 SY	_____.____	_____.____
0080	416.0260 Concrete Driveway HES 6-Inch	451.000 SY	_____.____	_____.____
0082	455.0605 Tack Coat	1,140.400 GAL	_____.____	_____.____
0084	460.2000 Incentive Density HMA Pavement	2,160.000 DOL	1.00000	2,160.00
0086	460.6444 HMA Pavement 4 MT 58-34 H	1,564.000 TON	_____.____	_____.____
0088	460.7425 HMA Pavement 5 HT 58-28 H	1,807.000 TON	_____.____	_____.____
0090	465.0120 Asphaltic Surface Driveways and Field Entrances	682.000 TON	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0092	520.3424 Culvert Pipe Class III-A Non-metal 24-Inch	74.000 LF	_____.____	_____.____
0094	520.8000 Concrete Collars for Pipe	8.000 EACH	_____.____	_____.____
0096	521.1024 Apron Endwalls for Culvert Pipe Steel 24-Inch	2.000 EACH	_____.____	_____.____
0098	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	1.000 EACH	_____.____	_____.____
0100	522.2638 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 38x60-Inch	2.000 EACH	_____.____	_____.____
0102	601.0110 Concrete Curb Type D	11.000 LF	_____.____	_____.____
0104	601.0407 Concrete Curb & Gutter 18-Inch Type D	24.000 LF	_____.____	_____.____
0106	601.0409 Concrete Curb & Gutter 30-Inch Type A	8,674.000 LF	_____.____	_____.____
0108	601.0411 Concrete Curb & Gutter 30-Inch Type D	1,990.000 LF	_____.____	_____.____
0110	601.0600 Concrete Curb Pedestrian	173.000 LF	_____.____	_____.____
0112	602.0405 Concrete Sidewalk 4-Inch	59,119.000 SF	_____.____	_____.____
0114	602.0505 Curb Ramp Detectable Warning Field Yellow	960.000 SF	_____.____	_____.____
0116	602.1500 Concrete Steps	80.000 SF	_____.____	_____.____
0118	606.0100 Riprap Light	94.000 CY	_____.____	_____.____
0120	606.0300 Riprap Heavy	478.000 CY	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0122	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	76.000 LF	_____.____	_____.____
0124	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	316.000 LF	_____.____	_____.____
0126	608.0348 Storm Sewer Pipe Reinforced Concrete Class III 48-Inch	1,083.000 LF	_____.____	_____.____
0128	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,138.000 LF	_____.____	_____.____
0130	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	289.000 LF	_____.____	_____.____
0132	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	153.000 LF	_____.____	_____.____
0134	608.0421 Storm Sewer Pipe Reinforced Concrete Class IV 21-Inch	8.000 LF	_____.____	_____.____
0136	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	452.000 LF	_____.____	_____.____
0138	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	253.000 LF	_____.____	_____.____
0140	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	365.000 LF	_____.____	_____.____
0142	608.0448 Storm Sewer Pipe Reinforced Concrete Class IV 48-Inch	685.000 LF	_____.____	_____.____
0144	608.0512 Storm Sewer Pipe Reinforced Concrete Class V 12-Inch	66.000 LF	_____.____	_____.____
0146	608.2334 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 34x53-Inch	395.000 LF	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0148	608.2338 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 38x60-Inch	926.000 LF	_____.____	_____.____
0150	608.2424 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38-Inch	196.000 LF	_____.____	_____.____
0152	608.2429 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45-Inch	416.000 LF	_____.____	_____.____
0154	608.3012 Storm Sewer Pipe Class III-A 12-Inch	1,193.000 LF	_____.____	_____.____
0156	608.3015 Storm Sewer Pipe Class III-A 15-Inch	390.000 LF	_____.____	_____.____
0158	608.3018 Storm Sewer Pipe Class III-A 18-Inch	238.000 LF	_____.____	_____.____
0160	611.0420 Reconstructing Manholes	1.000 EACH	_____.____	_____.____
0162	611.0530 Manhole Covers Type J	35.000 EACH	_____.____	_____.____
0164	611.0545 Manhole Covers Type L	7.000 EACH	_____.____	_____.____
0166	611.0612 Inlet Covers Type C	3.000 EACH	_____.____	_____.____
0168	611.0624 Inlet Covers Type H	92.000 EACH	_____.____	_____.____
0170	611.0639 Inlet Covers Type H-S	29.000 EACH	_____.____	_____.____
0172	611.0642 Inlet Covers Type MS	1.000 EACH	_____.____	_____.____
0174	611.1004 Catch Basins 4-FT Diameter	12.000 EACH	_____.____	_____.____
0176	611.1005 Catch Basins 5-FT Diameter	1.000 EACH	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0178	611.1230 Catch Basins 2x3-FT	56.000 EACH	_____.____	_____.____
0180	611.2004 Manholes 4-FT Diameter	8.000 EACH	_____.____	_____.____
0182	611.2005 Manholes 5-FT Diameter	5.000 EACH	_____.____	_____.____
0184	611.2006 Manholes 6-FT Diameter	4.000 EACH	_____.____	_____.____
0186	611.2007 Manholes 7-FT Diameter	7.000 EACH	_____.____	_____.____
0188	611.2008 Manholes 8-FT Diameter	19.000 EACH	_____.____	_____.____
0190	611.3003 Inlets 3-FT Diameter	2.000 EACH	_____.____	_____.____
0192	611.3004 Inlets 4-FT Diameter	2.000 EACH	_____.____	_____.____
0194	611.3230 Inlets 2x3-FT	66.000 EACH	_____.____	_____.____
0196	611.3901 Inlets Median 1 Grate	1.000 EACH	_____.____	_____.____
0198	611.8110 Adjusting Manhole Covers	3.000 EACH	_____.____	_____.____
0200	611.8120.S Cover Plates Temporary	35.000 EACH	_____.____	_____.____
0202	612.0902.S Insulation Board Polystyrene (inch) 01. 2-Inch	554.000 SY	_____.____	_____.____
0204	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1560-00-70	1.000 EACH	_____.____	_____.____
0206	619.1000 Mobilization	1.000 EACH	_____.____	_____.____
0208	620.0300 Concrete Median Sloped Nose	125.000 SF	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0210	624.0100 Water	221.000 MGAL	_____.____	_____.____
0212	625.0100 Topsoil	3,845.000 SY	_____.____	_____.____
0214	627.0200 Mulching	928.000 SY	_____.____	_____.____
0216	628.1504 Silt Fence	45.000 LF	_____.____	_____.____
0218	628.1520 Silt Fence Maintenance	45.000 LF	_____.____	_____.____
0220	628.1905 Mobilizations Erosion Control	20.000 EACH	_____.____	_____.____
0222	628.1910 Mobilizations Emergency Erosion Control	10.000 EACH	_____.____	_____.____
0224	628.2004 Erosion Mat Class I Type B	2,498.000 SY	_____.____	_____.____
0226	628.2006 Erosion Mat Urban Class I Type A	2,865.000 SY	_____.____	_____.____
0228	628.7005 Inlet Protection Type A	142.000 EACH	_____.____	_____.____
0230	628.7015 Inlet Protection Type C	107.000 EACH	_____.____	_____.____
0232	628.7020 Inlet Protection Type D	36.000 EACH	_____.____	_____.____
0234	628.7504 Temporary Ditch Checks	100.000 LF	_____.____	_____.____
0236	628.7555 Culvert Pipe Checks	2.000 EACH	_____.____	_____.____
0238	629.0210 Fertilizer Type B	4.910 CWT	_____.____	_____.____
0240	630.0120 Seeding Mixture No. 20	120.000 LB	_____.____	_____.____
0242	630.0140 Seeding Mixture No. 40	60.350 LB	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0244	630.0200 Seeding Temporary	129.700 LB	_____.____	_____.____
0246	634.0810 Posts Tubular Steel 2x2-Inch X 10-FT	57.000 EACH	_____.____	_____.____
0248	634.0811 Posts Tubular Steel 2x2-Inch X 11-FT	24.000 EACH	_____.____	_____.____
0250	634.0812 Posts Tubular Steel 2x2-Inch X 12-FT	18.000 EACH	_____.____	_____.____
0252	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	7.000 EACH	_____.____	_____.____
0254	637.2210 Signs Type II Reflective H	372.810 SF	_____.____	_____.____
0256	637.2215 Signs Type II Reflective H Folding	7.500 SF	_____.____	_____.____
0258	638.2102 Moving Signs Type II	100.000 EACH	_____.____	_____.____
0260	638.2602 Removing Signs Type II	23.000 EACH	_____.____	_____.____
0262	638.3000 Removing Small Sign Supports	94.000 EACH	_____.____	_____.____
0264	642.5401 Field Office Type D	1.000 EACH	_____.____	_____.____
0266	643.0300 Traffic Control Drums	36,651.000 DAY	_____.____	_____.____
0268	643.0410 Traffic Control Barricades Type II	4,252.000 DAY	_____.____	_____.____
0270	643.0420 Traffic Control Barricades Type III	9,165.000 DAY	_____.____	_____.____
0272	643.0705 Traffic Control Warning Lights Type A	13,848.000 DAY	_____.____	_____.____
0274	643.0715 Traffic Control Warning Lights Type C	768.000 DAY	_____.____	_____.____
0276	643.0800 Traffic Control Arrow Boards	256.000 DAY	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0278	643.0900 Traffic Control Signs	89,322.000 DAY	_____.____	_____.____
0280	643.0920 Traffic Control Covering Signs Type II	256.000 EACH	_____.____	_____.____
0282	643.1000 Traffic Control Signs Fixed Message	256.000 SF	_____.____	_____.____
0284	643.5000 Traffic Control	1.000 EACH	_____.____	_____.____
0286	644.1420 Temporary Pedestrian Surface Plywood	8,500.000 SF	_____.____	_____.____
0288	644.1430 Temporary Pedestrian Surface Plate	2,140.000 SF	_____.____	_____.____
0290	644.1601 Temporary Pedestrian Curb Ramp	52.000 DAY	_____.____	_____.____
0292	644.1810 Temporary Pedestrian Barricade	460.000 LF	_____.____	_____.____
0294	645.0120 Geotextile Type HR	831.000 SY	_____.____	_____.____
0296	645.0130 Geotextile Type R	333.000 SY	_____.____	_____.____
0298	646.5020 Marking Arrow Epoxy	63.000 EACH	_____.____	_____.____
0300	646.5120 Marking Word Epoxy	2.000 EACH	_____.____	_____.____
0302	646.6120 Marking Stop Line Epoxy 18-Inch	173.000 LF	_____.____	_____.____
0304	646.6320 Marking Dotted Extension Epoxy 18-Inch	52.000 LF	_____.____	_____.____
0306	646.6464 Cold Weather Marking Epoxy 4-Inch	26,908.000 LF	_____.____	_____.____
0308	646.6468 Cold Weather Marking Epoxy 8-Inch	746.000 LF	_____.____	_____.____
0310	646.7120 Marking Diagonal Epoxy 12-Inch	255.000 LF	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0312	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	4,461.000 LF	_____.____	_____.____
0314	646.8120 Marking Curb Epoxy	20.000 LF	_____.____	_____.____
0316	646.8220 Marking Island Nose Epoxy	2.000 EACH	_____.____	_____.____
0318	646.9000 Marking Removal Line 4-Inch	150.000 LF	_____.____	_____.____
0320	649.0150 Temporary Marking Line Removable Tape 4-Inch	12,420.000 LF	_____.____	_____.____
0322	649.0250 Temporary Marking Line Removable Tape 8-Inch	1,212.000 LF	_____.____	_____.____
0324	649.0850 Temporary Marking Stop Line Removable Tape 18-Inch	80.000 LF	_____.____	_____.____
0326	650.4000 Construction Staking Storm Sewer	186.000 EACH	_____.____	_____.____
0328	650.4500 Construction Staking Subgrade	7,013.000 LF	_____.____	_____.____
0330	650.5000 Construction Staking Base	1,552.000 LF	_____.____	_____.____
0332	650.5500 Construction Staking Curb Gutter and Curb & Gutter	2,377.000 LF	_____.____	_____.____
0334	650.6000 Construction Staking Pipe Culverts	1.000 EACH	_____.____	_____.____
0336	650.7000 Construction Staking Concrete Pavement	5,650.000 LF	_____.____	_____.____
0338	650.8000 Construction Staking Resurfacing Reference	950.000 LF	_____.____	_____.____
0340	650.8500 Construction Staking Electrical Installations (project) 01. 1560-00-70	 LS	LUMP SUM	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0342	650.9000 Construction Staking Curb Ramps	96.000 EACH	_____.____	_____.____
0344	650.9910 Construction Staking Supplemental Control (project) 01. 1560-00-70	LS	LUMP SUM	_____.____
0346	650.9920 Construction Staking Slope Stakes	7,013.000 LF	_____.____	_____.____
0348	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	11,276.000 LF	_____.____	_____.____
0350	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	2,547.000 LF	_____.____	_____.____
0352	652.0605 Conduit Special 2-Inch	58.000 LF	_____.____	_____.____
0354	652.0800 Conduit Loop Detector	2,996.000 LF	_____.____	_____.____
0356	653.0154 Pull Boxes Non-Conductive 24x36-Inch	11.000 EACH	_____.____	_____.____
0358	653.0164 Pull Boxes Non-Conductive 24x42-Inch	79.000 EACH	_____.____	_____.____
0360	653.0905 Removing Pull Boxes	22.000 EACH	_____.____	_____.____
0362	654.0101 Concrete Bases Type 1	14.000 EACH	_____.____	_____.____
0364	654.0105 Concrete Bases Type 5	3.000 EACH	_____.____	_____.____
0366	654.0110 Concrete Bases Type 10	2.000 EACH	_____.____	_____.____
0368	654.0113 Concrete Bases Type 13	2.000 EACH	_____.____	_____.____
0370	654.0120 Concrete Bases Type 10-Special	2.000 EACH	_____.____	_____.____
0372	654.0217 Concrete Control Cabinet Bases Type 9 Special	2.000 EACH	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0374	655.0230 Cable Traffic Signal 5-14 AWG	759.000 LF	_____.____	_____.____
0376	655.0240 Cable Traffic Signal 7-14 AWG	2,116.000 LF	_____.____	_____.____
0378	655.0260 Cable Traffic Signal 12-14 AWG	2,273.000 LF	_____.____	_____.____
0380	655.0320 Cable Type UF 2-10 AWG Grounded	2,001.000 LF	_____.____	_____.____
0382	655.0510 Electrical Wire Traffic Signals 12 AWG	5,249.000 LF	_____.____	_____.____
0384	655.0515 Electrical Wire Traffic Signals 10 AWG	2,153.000 LF	_____.____	_____.____
0386	655.0610 Electrical Wire Lighting 12 AWG	9,832.000 LF	_____.____	_____.____
0388	655.0625 Electrical Wire Lighting 6 AWG	29,227.000 LF	_____.____	_____.____
0390	655.0630 Electrical Wire Lighting 4 AWG	28,461.000 LF	_____.____	_____.____
0392	655.0700 Loop Detector Lead In Cable	6,795.000 LF	_____.____	_____.____
0394	655.0800 Loop Detector Wire	9,292.000 LF	_____.____	_____.____
0396	655.0900 Traffic Signal EVP Detector Cable	1,488.000 LF	_____.____	_____.____
0398	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. USH 63 & Walnut Street	LS	LUMP SUM	_____.____
0400	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. USH 63 & STH 70	LS	LUMP SUM	_____.____
0402	657.0100 Pedestal Bases	14.000 EACH	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0404	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	3.000 EACH	_____.____	_____.____
0406	657.0322 Poles Type 5-Aluminum	3.000 EACH	_____.____	_____.____
0408	657.0350 Poles Type 10	2.000 EACH	_____.____	_____.____
0410	657.0352 Poles Type 10-Special	2.000 EACH	_____.____	_____.____
0412	657.0361 Poles Type 13-Over Height	2.000 EACH	_____.____	_____.____
0414	657.0425 Traffic Signal Standards Aluminum 15-FT	6.000 EACH	_____.____	_____.____
0416	657.0430 Traffic Signal Standards Aluminum 10-FT	8.000 EACH	_____.____	_____.____
0418	657.0530 Monotube Arms 30-FT	2.000 EACH	_____.____	_____.____
0420	657.0535 Monotube Arms 35-FT	1.000 EACH	_____.____	_____.____
0422	657.0540 Monotube Arms 40-FT	1.000 EACH	_____.____	_____.____
0424	657.0541 Monotube Arms 40-FT-Special	2.000 EACH	_____.____	_____.____
0426	657.0615 Luminaire Arms Single Member 4 1/2-Inch Clamp 8-FT	3.000 EACH	_____.____	_____.____
0428	657.0808 Luminaire Arms Steel 8-FT	6.000 EACH	_____.____	_____.____
0430	658.0173 Traffic Signal Face 3S 12-Inch	18.000 EACH	_____.____	_____.____
0432	658.0174 Traffic Signal Face 4S 12-Inch	12.000 EACH	_____.____	_____.____
0434	658.0416 Pedestrian Signal Face 16-Inch	16.000 EACH	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0436	658.0500 Pedestrian Push Buttons	16.000 EACH	_____.____	_____.____
0438	658.5069 Signal Mounting Hardware (location) 01. USH 63 & Walnut Street	LS	LUMP SUM	_____.____
0440	658.5069 Signal Mounting Hardware (location) 02. USH 63 & STH 70	LS	LUMP SUM	_____.____
0442	659.1115 Luminaires Utility LED A	3.000 EACH	_____.____	_____.____
0444	659.1125 Luminaires Utility LED C	6.000 EACH	_____.____	_____.____
0446	661.0200 Temporary Traffic Signals for Intersections (location) 01. USH 63 & STH 70	LS	LUMP SUM	_____.____
0448	661.0300 Generators	2.000 DAY	_____.____	_____.____
0450	670.0200 ITS Documentation	LS	LUMP SUM	_____.____
0452	671.0112 Conduit HDPE 1-Duct 2-Inch	29.000 LF	_____.____	_____.____
0454	671.0122 Conduit HDPE 2-Duct 2-Inch	5,930.000 LF	_____.____	_____.____
0456	671.0222 Conduit HDPE Directional Bore 2-Duct 2-Inch	250.000 LF	_____.____	_____.____
0458	671.0300 Fiber Optic Cable Marker	6.000 EACH	_____.____	_____.____
0460	673.0105 Communication Vault Type 1	3.000 EACH	_____.____	_____.____
0462	673.0200 Tracer Wire Marker Posts	2.000 EACH	_____.____	_____.____
0464	678.0006 Install Fiber Optic Cable Outdoor Plant 6-CT	3,348.000 LF	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0466	690.0150 Sawing Asphalt	5,055.000 LF	_____._____	_____._____
0468	690.0250 Sawing Concrete	768.000 LF	_____._____	_____._____
0470	715.0720 Incentive Compressive Strength Concrete Pavement	7,330.000 DOL	1.00000	7,330.00
0472	740.0440 Incentive IRI Ride	1.000 DOL	3,321.00000	3,321.00
0474	999.1501.S Crack and Damage Survey	1.000 EACH	_____._____	_____._____
0476	ASP.1T0A On-the-Job Training Apprentice at $5.00/HR	2,400.000 HRS	5.00000	12,000.00
0478	ASP.1T0G On-the-Job Training Graduate at $5.00/HR	2,760.000 HRS	5.00000	13,800.00
0480	SPV.0035 Special 01. Roof Drain Flume	1.500 CY	_____._____	_____._____
0482	SPV.0060 Special 01. Inlet Covers Type H-D	16.000 EACH	_____._____	_____._____
0484	SPV.0060 Special 02. Temporary Storm Sewer Connection	3.000 EACH	_____._____	_____._____
0486	SPV.0060 Special 03. Concrete Base Type Special	43.000 EACH	_____._____	_____._____
0488	SPV.0060 Special 04. Concrete Control Cabinet Base Type Special	1.000 EACH	_____._____	_____._____
0490	SPV.0060 Special 05. Lighting Control Cabinet Type Special	1.000 EACH	_____._____	_____._____
0492	SPV.0060 Special 06. Lighting Unit Type Special	42.000 EACH	_____._____	_____._____
0494	SPV.0060 Special 07. Salvage and Reinstall Lighting Unit	1.000 EACH	_____._____	_____._____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0496	SPV.0060 Special 08. Salvage and/or Dispose of Lighting Unit Equipment	14.000 EACH	_____.____	_____.____
0498	SPV.0060 Special 09. Salvage Sign Posts	28.000 EACH	_____.____	_____.____
0500	SPV.0060 Special 10. Sanitary Sewer Manholes w/ Casting 4-FT Diameter	18.000 EACH	_____.____	_____.____
0502	SPV.0060 Special 11. Connect to Existing Sanitary Sewer Main	24.000 EACH	_____.____	_____.____
0504	SPV.0060 Special 12. Connect to Existing Sanitary Sewer Service	52.000 EACH	_____.____	_____.____
0506	SPV.0060 Special 13. Sanitary Sewer Wye, 8-inch x 6-inch	16.000 EACH	_____.____	_____.____
0508	SPV.0060 Special 14. Sanitary Sewer Wye, 10-inch x 6-inch	23.000 EACH	_____.____	_____.____
0510	SPV.0060 Special 15. Sanitary Sewer Wye, 12-inch x 6-inch	15.000 EACH	_____.____	_____.____
0512	SPV.0060 Special 16. Sanitary Sewer Saddle, 8-inch x 6-inch	1.000 EACH	_____.____	_____.____
0514	SPV.0060 Special 17. Exploratory Excavation	20.000 EACH	_____.____	_____.____
0516	SPV.0060 Special 18. Sanitary Sewer Cleanout	5.000 EACH	_____.____	_____.____
0518	SPV.0060 Special 19. Remove Existing Hydrant and Lead	8.000 EACH	_____.____	_____.____
0520	SPV.0060 Special 20. Connect to Existing Water Main	21.000 EACH	_____.____	_____.____
0522	SPV.0060 Special 21. Lower Water Main	8.000 EACH	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0524	SPV.0060 Special 22. Gate Valve and Box 6-inch	14.000 EACH	_____.____	_____.____
0526	SPV.0060 Special 23. Gate Valve and Box 8-inch	19.000 EACH	_____.____	_____.____
0528	SPV.0060 Special 24. Gate Valve and Box 10-inch	2.000 EACH	_____.____	_____.____
0530	SPV.0060 Special 25. Hydrant 8.5-FT Bury Depth	9.000 EACH	_____.____	_____.____
0532	SPV.0060 Special 26. Connect to Existing Water Service	44.000 EACH	_____.____	_____.____
0534	SPV.0060 Special 27. Corporation Stop 1-inch	51.000 EACH	_____.____	_____.____
0536	SPV.0060 Special 28. Corporation Stop 2-inch	2.000 EACH	_____.____	_____.____
0538	SPV.0060 Special 29. Curb Stop & Box 1-inch	52.000 EACH	_____.____	_____.____
0540	SPV.0060 Special 30. Curb Stop & Box 2-inch	2.000 EACH	_____.____	_____.____
0542	SPV.0060 Special 31. Adjust Existing Gate Valve Box	5.000 EACH	_____.____	_____.____
0544	SPV.0060 Special 32. Remove and Salvage Traffic Signals US 63 & Walnut Street	1.000 EACH	_____.____	_____.____
0546	SPV.0060 Special 33. Remove and Salvage Traffic Signals USH 63 & STH 70	1.000 EACH	_____.____	_____.____
0548	SPV.0060 Special 34. Install State Furnished EVP Detector Heads USH 63 & Walnut Street	1.000 EACH	_____.____	_____.____
0550	SPV.0060 Special 35. Install State Furnished EVP Detector Heads USH 63 & STH 70	1.000 EACH	_____.____	_____.____
0552	SPV.0060 Special 36. Temporary Vehicle Detection US 63 & STH 70	1.000 EACH	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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.0060 Special 37. Maintain Water Service During Construction	1.000 EACH	_____.____	_____.____
0556	SPV.0060 Special 38. Install Conduit Into Existing CINC Vault	2.000 EACH	_____.____	_____.____
0558	SPV.0085 Special 01. Water Main Fittings	1,999.000 LB	_____.____	_____.____
0560	SPV.0090 Special 01. Storm Sewer Pipe PVC 6-Inch	20.000 LF	_____.____	_____.____
0562	SPV.0090 Special 02. Storm Sewer Pipe PVC 12-Inch	8.000 LF	_____.____	_____.____
0564	SPV.0090 Special 03. Concrete Curb & Gutter 24-Inch Type D	179.000 LF	_____.____	_____.____
0566	SPV.0090 Special 04. Sanitary Sewer Service PVC 6-inch	2,096.000 LF	_____.____	_____.____
0568	SPV.0090 Special 05. Sanitary Sewer Main 8-inch	1,791.000 LF	_____.____	_____.____
0570	SPV.0090 Special 06. Sanitary Sewer Main 10-inch	1,240.000 LF	_____.____	_____.____
0572	SPV.0090 Special 07. Sanitary Sewer Main 12-inch	842.000 LF	_____.____	_____.____
0574	SPV.0090 Special 08. Televise Sanitary Sewer Main	3,873.000 LF	_____.____	_____.____
0576	SPV.0090 Special 09. Water Service 1-inch	2,026.000 LF	_____.____	_____.____
0578	SPV.0090 Special 10. Water Service 2-inch	101.000 LF	_____.____	_____.____
0580	SPV.0090 Special 11. Water Main C900 6-inch	558.000 LF	_____.____	_____.____
0582	SPV.0090 Special 12. Water Main C900 8-inch	3,733.000 LF	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0584	SPV.0090 Special 13. Water Main C900 10-inch	130.000 LF	_____.____	_____.____
0586	SPV.0090 Special 14. Water Main Wrapped Ductile Iron 8-inch	150.000 LF	_____.____	_____.____
0588	SPV.0090 Special 15. Install State Furnished Cat-5E Cable	758.000 LF	_____.____	_____.____
0590	SPV.0165 Special 01. Modular Block Retaining Wall	30.000 SF	_____.____	_____.____
0592	SPV.0200 Special 01. Sanitary Manhole Excess Depth 4-FT Diameter	38.700 VF	_____.____	_____.____
	Section: 0001		Total:	_____.____

Total Bid: _____.____

PLEASE ATTACH ADDENDA HERE

Wisconsin Department of Transportation

Division of Transportation Systems Development
Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

November 3, 2021

NOTICE TO ALL CONTRACTORS:

ASP-6 Addendum #01

Letting of November 9, 2021

Attached is a copy of the revised ASP-6. This ASP-6 replaces ASP-6 in all proposals in the November 9, 2021 Letting.

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractors.

Sincerely,

Mike Coleman
Proposal Development Specialist
Proposal Management Section

Additional Special Provision 6
ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

415.3.16 Tolerance in Pavement Thickness

Replace the entire text with the following effective with the November 2021 letting:

415.3.16.1 General

(1) Construct the plan thickness or thicker. The department will accept pavement thickness based on the results of department-performed acceptance testing conforming to:

Magnetic Pulse Induction .....CMM 870: ASTM E3209 WTM
Probing.....CMM 870: WTP C-002
Preplacement Measurement .....CMM 870: WTP C-003

415.3.16.2 Pavement Units

415.3.16.2.1 Basic Units

(1) Basic unit is defined as a slip formed, single lane, with a minimum lane width of 10 feet, measured, from the pavement edge to the adjacent longitudinal joint; from one longitudinal joint to the next; or between pavement edges if there is no longitudinal joint.

415.3.16.2.2 Special Units

(2) Establish special units for areas of fillets, intersections, gaps, gores, shoulders, ramps, pavement lanes less than 10 feet wide and other areas not included in basic units.

415.3.16.3 Test Plate Locations

(1) Place department-furnished test plates. Within 5 business days after paving, enter the sequential number and associated position data into MRS available at:

http://www.atwoodsystems.com/

(2) Contractor will maintain plate location markings for 10 business days after paving.

415.3.16.4 Acceptance Testing

415.3.16.4.1 Basic Units

415.3.16.4.1.2 Magnetic Pulse Induction

(1) The department will measure thickness within 10 business days of paving. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.

(2) Department will establish a project reference plate at the start of each paving stage. Project reference plate will be measured before each day of testing. Department will notify the contractor of project reference plate locations before testing.

(3) If the random plate test result falls within 80 to 50 percent pay range specified in 415.5.2, the department will measure the second plate in that unit. The department will notify the contractor immediately if the average of the 6 readings falls within the 80 to 50 percent pay range.

(4) If an individual random plate test result is more than 1 inch thinner than contract plan thickness, the pavement is unacceptable. Department will determine limits of unacceptable pavement by performing the following:

- The engineer will test each consecutive plate stationed ahead and behind until the thickness test result is plan thickness or greater.
- The engineer will direct the contractor to core the hardened concrete to determine the extent of the unacceptable area. In each direction, the contractor shall take cores at points approximately 20 feet from the furthest out of specification plate towards the plate that is plan thickness of greater. Once a core is within 80 to 100 percent pay range, the coring is complete and the limits of unacceptable pavement extend from the stationing between the core test results of 80 to 100 percent payment, inclusive of all unacceptable core and plate test results.
- The contractor shall perform coring according to AASHTO T24. The department will evaluate the results according to AASHTO T148
- The contractor shall fill core holes with concrete or mortar.

415.3.16.4.2 Special Units

415.3.16.4.2.1 Magnetic Pulse Induction

(1) The department will measure thickness within 10 business days of paving. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.

(2) Department will establish a project reference plate at the start of each paving stage. Project reference plate will be measured before each day of testing. Department will notify the contractor of project reference plate locations before testing.

(3) If the random plate test result falls within 80 to 50 percent pay range specified in 415.5.2, the department will measure the second plate in that unit. The department will notify the contractor immediately if the average of the 6 readings falls within the 80 to 50 percent pay range.

(4) If an individual random plate test result is more than 1 inch thinner than contract plan thickness, the department will measure the second plate in that unit. If both plates are required to be measured, then all six thickness measurements will be averaged for that unit. If the average of the six measurements is more than 1 inch thinner than contract plan thickness, the pavement is unacceptable.

415.3.16.4.2.2 Probing

(1) The department will measure slip form special units during concrete placement. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.

(2) Department will probe 2 random locations within the special unit. The average of the two readings will be the reported measurement for the special unit.

415.3.16.4.2.3 Preplacement Measurement

(1) The department will measure non-slip form special units before concrete placement.

(2) Thickness corrections will be made to a conforming thickness by reshaping the base aggregate before the pavement is placed.

415.5.2 Adjusting Pay for Thickness

Replace the entire text with the following effective with the November 2021 letting:

(1) The department will adjust pay for pavement thickness under the Nonconforming Thickness Concrete Pavement administrative item as follows:

FOR PAVEMENT THINNER THAN PLAN THICKNESS BY:	PERCENT OF THE CONTRACT UNIT PRICE
> 1/4 inch but <= 1/2 inch	80
> 1/2 inch but <= 3/4 inch	60
> 3/4 inch but <= 1 inch	50

(2) When pavement of unacceptable final thickness is determined, as specified in 415.3.16.4, the department will direct the contractor to either:

1. Remove and replace unacceptable concrete pavement to the nearest joint with new concrete pavement of conforming thickness. The department will pay once for the area at the full contract price.
2. If the unacceptable pavement is less than 100 LF, the department may allow the concrete to remain in place without payment for the unacceptable area.

460.2.6 Recovered Asphaltic Binders

Replace paragraph two with the following effective with the November 2021 letting:

(2) The contractor may replace virgin binder with recovered binder up to the maximum percentage allowed under 460.2.5 without further testing. When the design percent asphalt binder replaced exceeds the allowable limits in 460.2.5, the contractor must:

- Document adjustments made to the mix design in the mix design submittal.
- Submit test results that indicate the mixture's asphaltic binder meets or exceeds the upper and lower temperature grade requirements the bid item designates.
    - If only one recycled asphaltic material source is used, furnish one of the following:
        - Test results from extracted and recovered binder from the resultant mixture.
        - Blending charts that indicate the resultant mixture's high and low temperature PG as an interpolation of the percent binder replaced between the virgin binder's and the recycled asphaltic material source binder's high and low temperature PG.
    - If two or more recycled asphaltic material sources are used, furnish test results from extracted and

recovered binder from the resultant mixture.

501.2.6 Water

Retitle with the following effective with the November 2021 letting:

501.2.6 Mixing Water

501.2.6.2 Requirements

Replace paragraph two with the following effective with the November 2021 letting:

(2) Water from other sources must comply with the following:

Acidity, maximum of 0.1N NaOH to neutralize 200 mL of water; CMM 870: WTP C-001	2 mL
Alkalinity, maximum of 0.1N HCL to neutralize 200 mL of water; CMM 870: WTP C-001	15 mL
Maximum sulphate ($S0_4$); CMM 870: WTP C-001	0.05 percent
Maximum chloride; CMM 870: WTP C-001	0.10 percent
Maximum total solids; CMM 870: WTP C-001	
Organic	0.04 percent
Inorganic	0.15 percent

501.3.2.4.2 Air Entrainment

Replace paragraph two with the following effective with the November 2021 letting:

(2) Test fresh concrete air content according to AASHTO T152 or AASHTO TP118 at the contract-required frequency and as the engineer directs. Test concrete placed by pumping or belting at the point of discharge from the pump line or belt.

501.3.7.1 Slump

Replace paragraph one with the following effective with the November 2021 letting:

(1) Use a 1-inch to 4-inch slump for concrete used in structures or placed in forms, except as follows:

- Do not exceed a slump of 2 inches for grade E concrete.
- Increase slump as specified in 502.3.5.3 for concrete placed underwater.
- If BTS approves a concrete mixture using a superplasticizer, the contractor may increase slump for that mixture to a maximum of 9 inches without exceeding the maximum mix water allowed for that grade.

531.5 Payment

Replace paragraph two with the following effective with the November 2021 letting:

(2) Payment for Concrete Masonry Ancillary Structures Type NS is full compensation for providing concrete for non-standard sign structure foundations; and for anchor rod assemblies. The department will pay separately for excavating and backfilling drilled shafts under the Drilling Shafts bid items.

Replace paragraph five with the following effective with the November 2021 letting:

(5) Payment for the Foundation bid items is full compensation for providing concrete foundations; for anchor rod assemblies; for reinforcing steel; and for embedded conduit and electrical components. The department will pay separately for excavating and backfilling drilled shafts under the Drilling Shafts bid items.

642.2.2.1 General

Replace paragraph one with the following effective with the November 2021 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. Ensure quality cell phone reception is achievable inside the field office.

701.3.1 General

Replace table 701-1 with the following effective with the November 2021 letting:

TABLE 701-1 TESTING AND CERTIFICATION STANDARDS

TEST	TEST STANDARD	MINIMUM REQUIRED CERTIFICATION (any one of the certifications listed for each test)
Random Sampling	CMM 830.9.2	Transportation Materials Sampling Technician (TMS) TMS Assistant Certified Technician (ACT-TMS) Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG) PCC Technician I (PCCTEC-I) PCCTEC-I Assistant Certified Technician (ACT-PCC) Grading Technician I (GRADINGTEC-I) Grading Assistant Certified Technician (ACT-GRADING)
Sampling Aggregates	AASHTO T2[1] [4]	TMS, ACT-TMS, AGGTECT-1, ACT-AGG
Percent passing the No. 200 sieve	AASHTO T11[1]	AGGTEC-I, ACT-AGG
Fine & coarse aggregate gradation	AASHTO T27[1]	
Aggregate moisture content	AASHTO T255[1]	
Fractured faces	ASTM D5821[1]	
Liquid limit	AASHTO T89	Aggregate Testing for Transportation Systems (ATTS) GRADINGTEC-I, or ACT-GRADING
Plasticity index	AASHTO T90[3]	
Sampling freshly mixed concrete	AASHTO R60	PCCTEC-1 ACT-PCC
Air content of fresh concrete	AASHTO T152[2] AASHTO TP118[5]	
Air void system of fresh concrete	AASHTO TP118[5]	
Concrete slump	AASHTO T119[2]	
Concrete temperature	ASTM C1064	
Making and curing concrete specimens	AASHTO T23	
Moist curing for concrete specimens	AASHTO M201	
Concrete compressive strength	AASHTO T22	Concrete Strength Tester (CST) CST Assistant Certified Technician (ACT-CST)
Concrete flexural strength	AASHTO T97	
Concrete surface resistivity[2]	AASHTO T358	
Voids in aggregate	AASHTO T19	PCCTEC-II
Profiling	__	PROFILER

[1] As modified in CMM 860.

[2] As modified in CMM 870.

[3] A plasticity check, if required under individual QMP specifications, may be performed by an AGGTEC-I in addition to the certifications listed for liquid limit and plasticity index tests.

[4] Plant personnel may operate equipment to obtain samples under the direct observation of a TMS or higher.

[5] Consolidate by rodding.

710.2 Small Quantities

Replace the entire text with the following effective with the November 2021 letting:

(1) The department defines small quantities as follows:

- As specified in 715.1.1.2 for class I concrete.
- Less than 50 cubic yards of class II ancillary concrete placed under a single bid item.

(2) For contracts with only small quantities of material subject to testing, modify the requirements of 710 as follows:

1. The contractor may submit an abbreviated quality control plan as allowed in 701.1.2.3.
2. Provide one of the following for aggregate process control:
   - Documented previous testing dated within 120 calendar days. Provide gradation test results to the engineer before placing material.
   - Non-random start-up gradation testing.

710.4 Concrete Mixes

Replace paragraph two with the following effective with the November 2021 letting:

(2) At least 7 business days before producing concrete, document that materials conform to 501 unless the engineer allows or individual QMP specifications provide otherwise. Include the following:

1. For mixes: quantities per cubic yard expressed as SSD weights and net water, water to cementitious material ratio, air content, and SAM number.
2. For cementitious materials and admixtures: type, brand, and source.
3. For aggregates: absorption, SSD bulk specific gravity, wear, soundness, freeze thaw test results if required, and air correction factor. Also include aggregate production records dated within 2 years if using those results in the design. Submit component aggregate gradations, aggregate proportions, and target combined blended aggregate gradations using the following:
    - DT2220 for combined aggregate gradations.
    - DT2221 for optimized aggregate gradations.
4. For optimized concrete mixtures:
    - Complete the worksheets within DT2221 according to the directions.
    - Ensure the optimized aggregate gradations and the optimized mix design conform to WisDOT specifications and pass the built-in tests within DT2221.
    - Verify slip-form mixture workability according to AASHTO TP137 and conformance to specifications through required trial batching.
    - Submit the completed DT2221 to the engineer electronically. Include the trial batch test results with the mix design submittal.

Replace paragraph four with the following effective with the November 2021 letting:

(4) Prepare and submit modifications to a concrete mix to the engineer for approval 3 business days before using that modified mix. Modifications requiring the engineer's approval include changes in:

1. Source of any material. For paving and barrier mixes, a source change for fly ash of the same class does not constitute a mix design change.
2. Quantities of cementitious materials.
3. Addition or deletion of admixtures. Minor admixture dosage adjustments required to maintain air content or slump do not require engineer review or approval.

710.5.5 Strength

Replace paragraph one with the following effective with the November 2021 letting:

(1) Cast all 6" x 12" cylinders or all 6" x 6" x 21" beams in a set from the same sample. Do not cast more than one set of specimens from a single truckload of concrete. Mark each specimen to identify the lot and sublot or location on the project it represents.

710.5.6 Aggregate Testing

Retitle and replace the entire text with the following effective with the November 2021 letting:

710.5.6 Aggregate Testing During Concrete Production

710.5.6.1 General

(1) The department will accept gradation based on the results of department-performed acceptance testing.

(2) The department and contractor will obtain samples using the same method. When belt sampling, contractor personnel shall obtain samples for the department under the direct observation of the department personnel. Contractor will define sampling method in the QMP or abbreviated QMP.

710.5.6.2 Contractor Control Charts

710.5.6.2.1 General

(1) Test aggregate gradations during concrete production except as allowed for small quantities under 710.2. Required contractor testing will be performed using non-random samples.

(2) Sample aggregates from either the conveyor belt or from the working face of the stockpiles.

(3) Sample aggregates within 2 business days before placement for each mix design. Include this gradation on the control charts.

(4) Report gradation test results and provide control charts to the engineer within 1 business day of obtaining the sample. Submit results to the engineer and electronically into MRS as specified in 701.1.2.7.

(5) Conduct aggregate testing at the minimum frequency shown based on the anticipated daily cumulative plant production for each mix design. The contractor's concrete production tests can be used for the same mix design on multiple contracts.

TABLE 710-1 CONTRACTOR GRADATION TESTING FREQUENCY - CLASS I

DAILY PLANT PRODUCTION RATE FOR WisDOT WORK	MINIMUM FREQUENCY
Gradation Report Before Placement	
1000 cubic yards or less	one test per day
more than 1000 cubic yards	two tests per day

TABLE 710-2 CONTRACTOR GRADATION TESTING FREQUENCY - CLASS II

MINIMUM FREQUENCY
Gradation Report Before Placement
One test per calendar week of production

710.5.6.2.2 Optimized Aggregate Gradation Control Charts

(1) Determine the complete gradation using a washed analysis for both fine and coarse aggregates. Report results for the following:

- 1 1/2", 1", 3/4", 1/2", 3/8", #4, #8, #16, #30, #50, #100, and #200 sieves.
- Sum of volumetric percentages retained on No. 8, No. 16, and No. 30 sieves.
- Sum of volumetric percentages retained on No. 30, No. 50, No. 100, and No. 200 sieves.

(2) Calculate blended aggregate gradations using the mix design batch percentages for the component aggregates. Ensure the blended aggregate gradation conforms to the volumetric percent retained of the optimized aggregate gradation limits specified in table 501-4.

(3) Throughout the contract, construct a 4-point running average of the volumetric percent retained for each sieve to determine if the blended aggregate gradation is within the tarantula curve limits specified in table 501-4.

710.5.6.2.3 Combined Aggregate Gradation Control Charts

(1) Determine the complete gradation using a washed analysis for both fine and coarse aggregates. Report results for the 1 1/2", 1", 3/4", 1/2", 3/8", #4, #8, #16, #30, #50, #100, and #200 sieves.

(2) Calculate blended aggregate gradations using the mix design batch percentages for the component aggregates. Ensure the blended aggregate gradation conforms to the percent passing by weight requirements of the combined aggregate gradation limits specified in table 501-4.

(3) Throughout the contract, construct a 4-point running average of the percent passing by weight for each sieve to determine if the blended aggregate gradation is within the combined aggregate gradation limits specified in table 501-4.

710.5.6.3 Department Acceptance Testing

(1) Department testing frequency is based on the quantity of each mix design placed under each individual WisDOT contract.

(2) The department will split each sample, test for acceptance, and retain the remainder for a minimum of 10 calendar days.

(3) The department will obtain the sample and deliver to regional testing lab in the same day. Department will report gradation test results to the contractor within 1 business day of being delivered to the lab. Department and contractor can agree to an alternative test result reporting timeframe; alternative timeframe is required to be documented in the QMP.

(4) Additional samples may be taken at the engineer's discretion due to change in condition.

TABLE 710-3 DEPARTMENT GRADATION TESTING FREQUENCY

CONCRETE CLASSIFICATION	MINIMUM DEPARTMENT FREQUENCY
Class I: Pavement	1 test per placement day for first 5 days of placement. If all samples are passing, reduced frequency is applied.
	Reduced frequency: 1 test per calendar week of placement
Class I: Structures	1 test per 250 CY placed - Minimum of 1 test per substructure - Minimum of 1 test per superstructure

Class I: Cast-in-Place Barrier	1 test per 500 CY placed
Class II	No minimum testing

710.5.7 Corrective Action

Replace the entire text with the following effective with the November 2021 letting:

710.5.7.1 Optimized Aggregate Gradations

(1) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by less than or equal to 1.0 percent on a single sieve size, do the following:

1. Notify the other party immediately.
2. Perform corrective action documented in the QC plan or as the engineer approves.
3. Document and provide corrective action results to the engineer as soon as they are available.
4. Department will conduct two tests within the next business day after corrective action is complete.
5. If blended aggregate gradations are within the tarantula curve limits by the second department test:
    - Continue with concrete production.
    - Contractor will include a break in the 4-point running average.
    - For Class I: Pavements, department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
6. If blended aggregate gradations are not within the tarantula curve limits by the second department test:
    - Provide a new mix design with an increased cementitious content.
    - If the mix design already has a cementitious content of 565 or more pounds per cubic yard, provide a new mix design.
    - If the contract requires optimized aggregate gradations under 501.2.7.4.2.1(2), stop concrete production and submit a new mix design.

(2) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a new mix design.

(3) Department and contractor will sample and test aggregate of the new mix design at the frequency defined in 710.5.6.1.

710.5.7.2 Combined Aggregate Gradations

(1) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by less than or equal to 1.0 percent on a single sieve size, do the following:

1. Notify the other party immediately.
2. Perform corrective action documented in the QC plan or as the engineer approves.
3. Document and provide corrective action results to the engineer as soon as they are available.
4. Department will conduct two tests within the next business day after corrective action is complete.
5. If blended aggregate gradations are within the combined aggregate gradation limits by the second department test:
    - Continue with concrete production.
    - Contractor will include a break in the 4-point running average.
    - For Class I: Pavements, department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
6. If blended aggregate gradations are not within the combined aggregate gradation limits by the second department test, stop concrete production and submit a new mix design.

(2) If the contractor's 4-point running average or a department test result of the percent passing by weight exceeds the combined aggregate gradation limits by more than 1.0 percent on one or more sieves, stop concrete production and submit a new mix design.

(3) Department and contractor will sample and test aggregate of the new mix design at the frequency defined in 710.5.6.1.

715.3.1.1 General

Replace paragraphs three and four with the following effective with the November 2021 letting:

(3) Cast a set of 3 additional 6"x12" cylinders and test the concrete surface resistivity according to AASHTO T358. Perform this testing at least once per lot if total contract quantities are greater than or equal to the following:

- 20,000 square yards for pavements.
- 5,000 linear feet for barriers.
- 500 cubic yards for structure concrete.

Submit the resistivity to the nearest tenth into MRS for information only. Resistivity testing is not required for the following:

- Lot with less than 3 sublots.
- Concrete items classified as ancillary.
- Concrete placed under the following bid items:
  - Concrete Pavement Approach Slab
  - Concrete Masonry Culverts
  - Concrete Masonry Retaining Walls

(4) Test the air void system at least once per lot and enter the SAM number in MRS for information only. SAM testing is not required for the following:

- For lots with less than 3 sublots.
- High early strength (HES) concrete.
- Special high early strength (SHES) concrete.
- Concrete placed under the following bid items:
  - Concrete Pavement Approach Slab
  - Concrete Masonry Culverts
  - Concrete Masonry Retaining Walls
  - Steel Grid Floor Concrete Filled
  - Crash Cushions Permanent
  - Crash Cushions Permanent Low Maintenance
  - Crash Cushions Temporary

715.3.1.2.3 Lots by Cubic Yard

Replace the entire text with the following effective with the November 2021 letting:

(1) Define standard lots and sublots conforming to the following:

TABLE 715-1 CLASS I - LOT AND SUBLOT SIZES

CONCRETE CLASSIFICATION	LOT SIZE	SUBLOT SIZE	NUMBER OF SUBLOTS PER LOT
Class I: Pavement	1250 cubic yards	250 cubic yards	5
Class I: Structures	250 cubic yards	50 cubic yards	5
Class I: Cast-in-Place Barrier	500 cubic yards	100 cubic yards	5

(2) The contractor may include sublots less than or equal to 25 percent of the standard volume in the previous sublot. For partial sublots exceeding 25 percent of the standard volume, notify the engineer who will direct additional testing to represent that partial sublot.

(3) An undersized lot is eligible for incentive payment under 715.5 if the lot has 3 or more sublots for that lot.

715.3.2 Strength Evaluation

Replace the entire text with the following effective with the November 2021 letting:

715.3.2.1 General

(1) The department will make pay adjustments for strength on a lot-by-lot basis using the compressive strength of contractor QC cylinders or the flexural strength of contractor QC beams.

(2) Randomly select 2 QC specimens to test at 28 days for percent within limits (PWL). Compare the strengths of the 2 randomly selected QC specimens and determine the 28-day sublot average strength as follows:

- If the lower strength divided by the higher strength is 0.9 or more, average the 2 QC specimens.
- If the lower strength divided by the higher strength is less than 0.9, break one additional specimen and average the 2 higher strength specimens.

715.3.2.2 Removal and Replacement

715.3.2.2.1 Pavement

(1) If a sublot strength is less than 2500 psi in compressive strength or 500 psi in flexural strength, the department may direct the contractor to core that sublot to determine its structural adequacy and whether to direct removal.

(2) If the engineer directs coring, obtain three cores from the sublot in question. Have an HTCP-certified PCC technician I perform or observe core sampling according to AASHTO T24.

(3) Have an independent consultant test cores according to AASHTO T24.

(4) The department will assess concrete for removal and replacement based on a sublot-by-sublot analysis of core strength. Perform coring and testing, fill core holes with an engineer-approved non-shrink grout or concrete, and provide traffic control during coring.

(5) The sublot pavement is conforming if the compressive strengths of all cores from the sublot are 2500 psi or greater.

(6) The sublot pavement is nonconforming if the compressive strengths of any core from the sublot is less than 2500 psi. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in 106.5.

715.3.2.2.2 Structures and Cast-in-Place Barrier

(1) The department will evaluate the sublot for possible removal and replacement if the 28-day sublot average compressive strength is lower than f'c minus 500 psi. The value of f'c is the design stress the plans show. The department may assess further strength price reductions or require removal and replacement only after coring the sublot.

(2) The engineer may initially evaluate the sublot strength using a non-destructive method. Based on the results of non-destructive testing, the department may accept the sublot at the previously determined pay for the lot, or direct the contractor to core the sublot.

(3) If the engineer directs coring, obtain three cores from the sublot in question. Have an HTCP-certified PCC technician I perform or observe core sampling according to AASHTO T24. Determine core locations, subject to the engineer's approval, that do not interfere with structural steel.

(4) Have an independent consultant test cores according to AASHTO T24.

(5) The department will assess concrete for removal and replacement based on a sublot-by-sublot analysis of core strength. Perform coring and testing, fill core holes with an engineer-approved non-shrink grout or concrete, and provide traffic control during coring.

(6) If the 3-core average is greater than or equal to 85 percent of f'c, and no individual core is less than 75 percent of f'c, the engineer will accept the sublot at the previously determined pay for the lot. If the 3-core average is less than 85 percent of f'c, or an individual core is less than 75 percent of f'c, the engineer may require the contractor to remove and replace the sublot. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in 106.5.

715.3.3 Aggregate

Replace the entire text with the following effective with the November 2021 letting:

715.3.3.1 General

(1) Except as allowed for small quantities in 710.2, test aggregate conforming to 710.5.6.

715.3.3.2 Structures

(1) In addition to the aggregate testing required under 710.5.6, determine the fine and coarse aggregate moisture content for each sample.

(2) Calculate target batch weights for each mix when production of that mix begins. Whenever the moisture content of the fine or coarse aggregate changes by more than 0.5 percent, adjust the batch weights to maintain the design w/cm ratio.

715.5 Payment

Replace the entire text with the following effective with the November 2021 letting:

715.5.1 General

(1) The department will pay incentive for compressive strength under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

(2) Incentive payment may be more or less than the amount the schedule of items shows.

(3) The department will administer disincentives for strength under the Disincentive Strength Concrete Structures, Disincentive Strength Concrete Barrier, Disincentive Flexural Strength Concrete Pavement, and Disincentive Compressive Strength Concrete Pavement, administrative items.

(4) The pay factor that is calculated from the equations in 715.5.2(2) and 715.5.3(2) will be applied to the unit costs listed below:

- Pavement: $45 per SY.
- Structure: $635 per CY.
- Cast-in-place barrier: $75 per LF.

(5) 28-day strength average for a lot is the average of the individual sublot strengths within the given lot.

(6) The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under 715.3.1.2.2.

(7) Submit test results to the department electronically using MRS software. The department will validate contractor data before determining pay adjustments.

(8) All coring and testing costs under 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

715.5.2 Compressive Strength

(1) The department will measure PWL relative to strength lower specification limits as follows:

- Compressive strength of 3700 psi for pavements.
- Compressive strength of 4000 psi for structures and cast-in-place barrier.

(2) The department will adjust pay for each lot using equation "Comp2022" as follows:

Percent within Limits (PWL)	Pay Factor (%)
>= 90 to 100	(1/5 x PWL) + 82
>= 85 to < 90	100
>= 50 to < 85	(5/7 x PWL) + (275/7)
< 50	50[1]

[1] Any material resulting in a lot PWL value less than 50 will be evaluated according to 715.3.2. In the event the material remains in place, it will be paid at 50 percent of the contract unit price of the concrete bid item.

(3) The department will not pay incentive if the lot standard deviation is greater than the following:

- 400 psi for pavement.
- 350 psi for structure and cast-in-place barrier

(4) For lots with less than 3 sublots, there is no incentive but the department will reduce pay by 50 percent of the contract unit price for sublots with an average compressive strength below the following:

- 3700 psi for pavements.
- 4000 psi for structures and cast-in-place barrier.

715.5.3 Flexural Strength

(1) The department will measure PWL relative to strength lower specification limits as follows:

- Flexural strength of 650 psi for pavements.

(2) The department will adjust pay for each lot using equation "Flex2022" as follows:

Percent within Limits (PWL)	Pay Factor (%)
>= 90 to 100	(2/5 x PWL) + 64
>= 85 to < 90	100

>= 50 to < 85	(5/7 x PWL) + (275/7)
< 50	50[1]

[1] Material resulting in a lot PWL value less than 50 will be evaluated according to 715.3.2. In the event the material remains in place, it will be paid at 50 percent of the contract unit price of the concrete bid item.

(3) The department will not pay incentive if the lot standard deviation is greater than 60 psi.

(4) For lots with less than 3 sublots, there is no incentive but the department will reduce pay by 50 percent of the contract unit price for sublots with an average flexural strength below 650 psi.

ERRATA

460.2.2.3 Aggregate Gradation Master Range

Correct errata by adding US Standard equivalent sieve sizes.

(1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

SIEVE	PERCENT PASSING DESIGNATED SIEVES							
	NOMINAL SIZE							
	No. 1 (37.5 mm) (1 1/2 inch)	No. 2 (25.0 mm) (1 inch)	No.3 (19.0 mm) (3/4 inch)	No. 4 (12.5 mm) (1/2 inch)	No. 5 (9.5 mm) (3/8 inch)	No. 6 (4.75 mm) (3/16 inch)	SMA No. 4 (12.5 mm) (1/2 inch)	SMA No. 5 (9.5 mm) (3/8 inch)
50.0-mm (2-inch)	100							
37.5-mm (1 1/2-inch)	90 - 100	100						
25.0-mm (1-inch)	90 max	90 - 100	100					
19.0-mm (3/4-inch)	___	90 max	90 - 100	100			100	
12.5-mm (1/2-inch)	___	___	90 max	90 - 100	100		90 - 97	100
9.5-mm (3/8-inch)	___	___	___	90 max	90 - 100	100	58 - 80	90 - 100
4.75-mm (No. 4)	___	___	___	___	90 max	90 - 100	25 - 35	35 - 45
2.36-mm (No. 8)	15 - 41	19 - 45	23 - 49	28 - 58	32 - 67	90 max	15 - 25	18 - 28
1.18-mm (No. 16)	___	___	___	___	___	30 - 55	___	___
0.60-mm (No. 30)	___	___	___	___	___	___	18 max	18 max
0.075-mm (No. 200)	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	6.0 - 13.0	8.0 - 11.0	8.0 - 12.0
% VMA	11.0 min	12.0 min	13.0 min	14.0 min[1]	15.0 min[2]	16.0 - 17.5	16.0 min	17.0 min

[1] 14.5 for LT and MT mixes.

[2] 15.5 for LT and MT mixes.

715.5.1 General

Correct the bid item number for Incentive Compressive Strength Concrete Pavement.

(1) The department will pay incentive for compressive strength under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

Wisconsin Department of Transportation

Division of Transportation Systems Development
Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

November 1, 2021

NOTICE TO ALL CONTRACTORS:

Proposal #25:

1560-00-70, WISC 2022043
Spooner - Hayward
Greenwood Ave To Poplar Street
USH 63
Washburn County

1560-00-80
Spooner - Hayward
Greenwood Ave To Poplar Street
USH 63
Washburn County

Letting of November 9, 2021

This is Addendum No. 01, which provides for the following:

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
643.0900	Traffic Control Signs	Days	89,322	-38,703	50,619
643.0920	Covering Signs Type II	Each	256	-252	4
643.1000	Traffic Control Signs Fixed Message	SF	256	-84	172
646.6464	Cold Weather Marking Line Epoxy 4-Inch	LF	26,908	-15,057	11,851
646.6468	Cold Weather Marking Line Epoxy 8-Inch	LF	746	-627	119
649.0150	Temporary Marking Line Removable Tape 4-Inch	LF	12,420	-940	11,480

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
646.1020	Marking Line Epoxy 4-Inch	LF	0	15,057	15,057
646.3020	Marking Line Epoxy 8-Inch	LF	0	627	627
649.0960	Temporary Marking Removable Mask Out Tape 6-Inch	LF	0	760	760

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
213	Changed the 4-Inch Tape to Temporary Marking Removable Mask Out Tape 6-Inch
259	Updates to MQs as noted above
260	Updates to MQs as noted above

Schedule of Items
Attached, dated November 1, 2021, are the revised Schedule of Items Pages 10, 11, and 20.

Plan Sheets
The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:
Revised: 213, 259, and 260

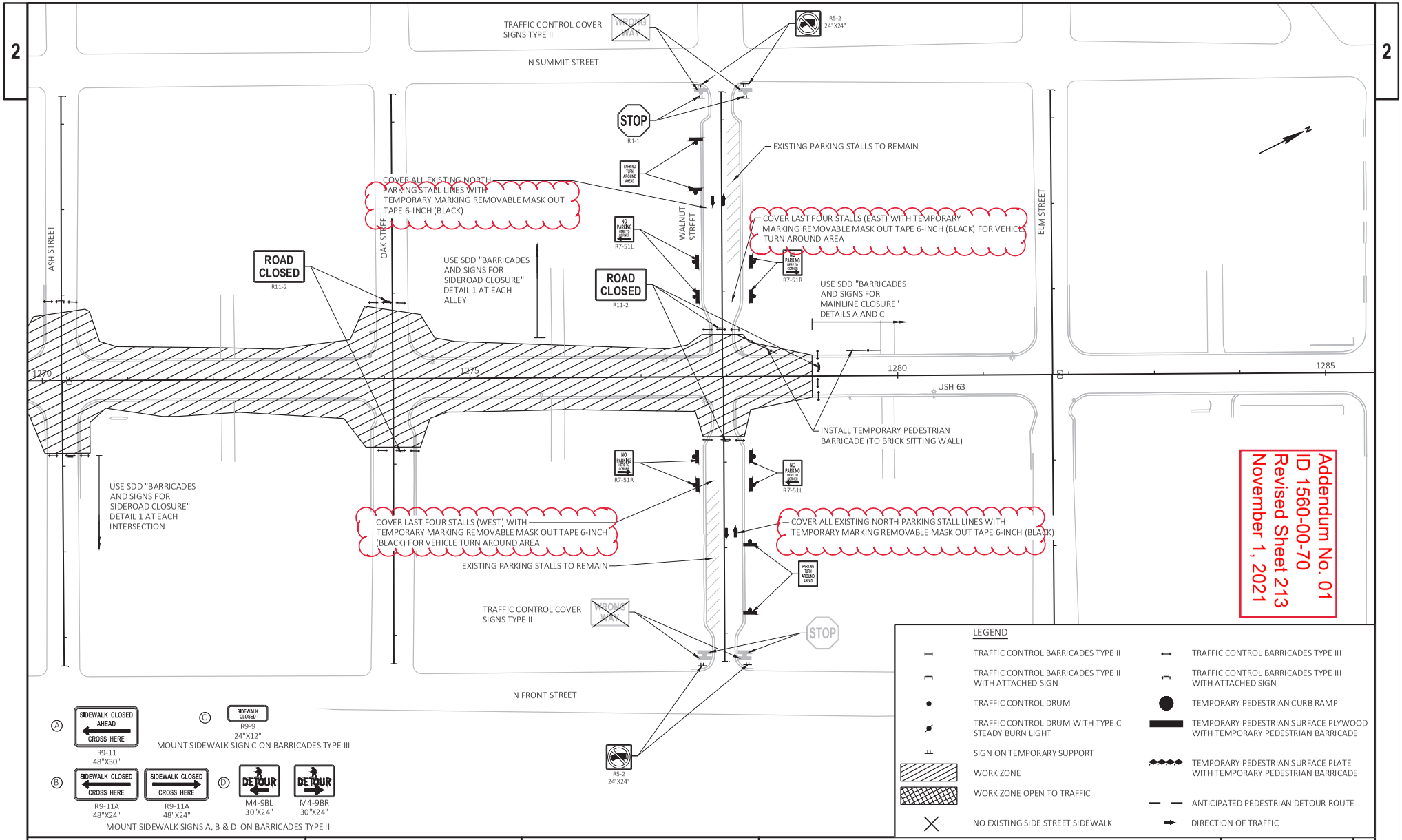
The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

END OF ADDENDUM



PROJECT NO: 1560-00-70	HWY: USH 63	COUNTY: WASHBURN	TRAFFIC CONTROL - STAGE 2 DETAIL	SHEET 213	E

FILE NAME : P:\UZ\W\WITNW\137959\C3D\1560070\SHEETSPLAN\025002 TC - DETAIL.DWG
LAYOUT NAME - STAGE 2 DETAIL
PLOT DATE : 10/26/2021 1:44 PM
PLOT BY : VANCE POWERS
PLOT NAME :
PLOT SCALE : 1 IN:100 FT

TRAFFIC CONTROL ITEMS

STATION - STATION	DAYS	643.0300 DRUMS DAY	643.0410 BARRICADES TYPE II DAY	643.0420 BARRICADES TYPE III DAY	643.0705 WARNING LIGHTS TYPE A DAY	643.0715 WARNING LIGHTS TYPE C DAY	643.0800 ARROW BOARDS DAY	* 643.0900 SIGNS DAY	643.0920 COVERING SIGNS TYPE II EACH	643.5000 TRAFFIC CONTROL EACH	644.1420 TEMPORARY PEDESTRIAN SURFACE PLYWOOD SF	644.1430 TEMPORARY PEDESTRIAN SURFACE PLATE SF	644.1601 TEMPORARY PEDESTRIAN CURB RAMP DAY	644.1810 TEMPORARY PEDESTRIAN BARRICADE LF	646.9000 MARKING REMOVAL LINE 4-INCH LF	649.0150 TEMPORARY MARKING LINE REMOVABLE TAPE 4-INCH LF	649.0250 TEMPORARY MARKING LINE REMOVABLE TAPE 8-INCH LF	649.0960 TEMPORARY MARKING REMOVABLE MASK OUT TAPE 6-INCH LF	649.0850 TEMPORARY MARKING STOP LINE REMOVABLE TAPE 18-INCH LF
STAGE 1																			
USH 63																			
1258+38 - 1263+50	26	1430	338	572	832	0	0	1716	0	1	0	340	52	90	0	1500	1140	0	80
STAGE 2																			
USH 63																			
1263+50 - 1279+.00	64	11008	1088	3328	5248	384	128	8768	4	0	3400	480	0	90	75	3680	24	760	0
UNDISTRIBUTED	64		384					384						100					
STAGE 3																			
USH 63																			
1279+00 - 1294+00	64	12928	960	3008	4352	384	128	7232	0	0	2000	480	0	90	75	3100	24	0	0
UNDISTRIBUTED	64		384					384											
STAGE 4																			
USH 63																			
1294+00 - 1310+69	61	11285	732	2257	3416	0	0	6344	0	0	3100	840	0	90	0	3200	24	0	0
UNDISTRIBUTED	61		366					366											
STAGE 5																			
USH 63																			
1248+55 - 1258+38	7	0	0	0	0	0	0	98	0	0	0	0	0	0	0	0	0	0	0
ITEM TOTALS		36651	4252	9165	13848	768	256	25292	4	1	8500	2140	52	460	150	11480	1212	760	80

*ITEM SHOWN ELSEWHERE IN PLAN

DETOUR ITEMS

LOCATION	DAYS	* 643.0900 SIGNS DAY	643.1000 TRAFFIC CONTROL SIGNS FIXED MESSAGE SF
STAGE 1			
SHEET 1	26	1040	26
SHEET 2	26	2106	52
SHEET 3	26	2314	
SHEET 4	26	260	
SHEET 5	26	1274	52
STAGE 2			
SHEET 6	64	6208	42
STAGE 3			
SHEET 6	64	6208	
STAGE 4			
SHEET 6	61	5917	
ITEM TOTALS		25327	172

*ITEM SHOWN ELSEWHERE IN PLAN

Addendum No. 01
ID 1560-00-70
Revised Sheet 259
November 1, 2021

NOTE: ALL ITEMS AND QUANTITIES ON THIS SHEET ARE FOR ENGINEER ESTIMATE CATEGORY 0010, UNLESS OTHERWISE NOTED.

MARKING ITEMS

STATION	LOCATION	646.1020 MARKING LINE EPOXY 4-INCH (WHITE) LF	(YELLOW) LF	DOUBLE (YELLOW) LF	DASHED (YELLOW) LF	646.3020 MARKING LINE EPOXY 8-INCH (WHITE) LF	646.6464 COLD WEATHER MARKING LINE EPOXY 4-INCH (WHITE) LF	(YELLOW) LF	DOUBLE (YELLOW) LF	DASHED (YELLOW) LF	646.6468 COLD WEATHER MARKING LINE EPOXY 8-INCH (WHITE) LF	646.5020 MARKING ARROW EPOXY EACH	646.5120 MARKING WORD EPOXY EACH	646.6120 MARKING STOP LINE EPOXY 18-INCH LF	646.6320 MARKING DOTTED EXTENSION EPOXY 18-INCH LF	646.7120 MARKING DIAGONAL EPOXY 12-INCH LF	646.7420 MARKING CROSSWALK EPOXY TRANSVERSE LINE 6-INCH LF	646.8120 MARKING CURB EPOXY LF	646.8220 MARKING ISLAND NOSE EPOXY EACH
CATEGORY 0010																			
USH 63																			
1248+55.00 - 1262+51.72	LT & RT	2511	1867	1034	441	206						9	1	29		67	119		
1262+51.72 - 1277+95.17	LT & RT	2433	1665	1088	40	237						14	1	58		51	767		
1277+95.17 - 1293+38.76	LT & RT						2456	2156	461	536	75	16		29		30	742		
1293+38.76 - 1310+68.73	LT & RT						2790	1832	1025	458		12				21	700	20	2
GREENWOOD AVENUE																			
0+32	LT																		
LINN STREET																			
4+62	RT																		
STH 70																			
8+20.9 - 9+39	LT & RT	157		217		75						2			12		104		
10+67 - 385+39.8	LT & RT	1368	922	1090	224	75						8			40	86	100		
VINE STREET																			
19+25- 19+70	LT & RT					17											82		
20+30 - 20+85	LT & RT					17											82		
ASH STREET																			
29+25 - 29+70	LT & RT																94		
30+30 - 30+85	LT & RT																94		
OAK STREET																			
39+25 - 39+67	LT & RT													18			86		
40+30 - 40+80	LT & RT													20			94		
WALNUT STREET																			
49+50.67 - 49+65	LT & RT																50		
50+43.00 - 50+70	LT & RT																48		
ELM STREET																			
59+25 - 59+70	LT & RT																94		
60+30 - 60+75	LT & RT																94		
PINE STREET																			
69+15 - 69+70	LT & RT						49		88		44	2		19			94		
70+30 - 70+75	LT & RT																94		
CEDAR STREET																			
79+15 - 79+70	LT & RT																94		
80+30 - 80+76	LT & RT																94		
HAZEL STREET																			
89+15 - 89+70	LT & RT																94		
90+30 - 90+75	LT & RT																94		
SPRUCE STREET																			
99+25 - 99+70	LT & RT																94		
100+30 - 100+75	LT & RT																94		
BALSAM STREET																			
109+35 - 109+70	LT & RT																94		
110+30 - 110+70	LT & RT																94		
POPLAR STREET																			
119+25.18 - 119+63	LT & RT																84		
120+33 - 120+73.83	LT & RT																87		
SUBTOTAL		6469	4454	3429	705	627	5295	3988	1574	994									
CATEGORY 0010 SUBTOTAL		15057				627	11851				119	63	2	173	52	255	4461	20	2
ITEM TOTALS		15057				627	11851				119	63	2	173	52	255	4461	20	2

Addendum No. 01
ID 1560-00-70
Revised Sheet 260
November 1, 2021

NOTE: ALL ITEMS AND QUANTITIES ON THIS SHEET ARE FOR ENGINEER ESTIMATE CATEGORY 0010, UNLESS OTHERWISE NOTED.

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0278	643.0900 Traffic Control Signs	50,619.000 DAY	_____.____	_____.____
0280	643.0920 Traffic Control Covering Signs Type II	4.000 EACH	_____.____	_____.____
0282	643.1000 Traffic Control Signs Fixed Message	172.000 SF	_____.____	_____.____
0284	643.5000 Traffic Control	1.000 EACH	_____.____	_____.____
0286	644.1420 Temporary Pedestrian Surface Plywood	8,500.000 SF	_____.____	_____.____
0288	644.1430 Temporary Pedestrian Surface Plate	2,140.000 SF	_____.____	_____.____
0290	644.1601 Temporary Pedestrian Curb Ramp	52.000 DAY	_____.____	_____.____
0292	644.1810 Temporary Pedestrian Barricade	460.000 LF	_____.____	_____.____
0294	645.0120 Geotextile Type HR	831.000 SY	_____.____	_____.____
0296	645.0130 Geotextile Type R	333.000 SY	_____.____	_____.____
0298	646.5020 Marking Arrow Epoxy	63.000 EACH	_____.____	_____.____
0300	646.5120 Marking Word Epoxy	2.000 EACH	_____.____	_____.____
0302	646.6120 Marking Stop Line Epoxy 18-Inch	173.000 LF	_____.____	_____.____
0304	646.6320 Marking Dotted Extension Epoxy 18-Inch	52.000 LF	_____.____	_____.____
0306	646.6464 Cold Weather Marking Epoxy 4-Inch	11,851.000 LF	_____.____	_____.____
0308	646.6468 Cold Weather Marking Epoxy 8-Inch	119.000 LF	_____.____	_____.____
0310	646.7120 Marking Diagonal Epoxy 12-Inch	255.000 LF	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0312	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	4,461.000 LF	_____.____	_____.____
0314	646.8120 Marking Curb Epoxy	20.000 LF	_____.____	_____.____
0316	646.8220 Marking Island Nose Epoxy	2.000 EACH	_____.____	_____.____
0318	646.9000 Marking Removal Line 4-Inch	150.000 LF	_____.____	_____.____
0320	649.0150 Temporary Marking Line Removable Tape 4-Inch	11,480.000 LF	_____.____	_____.____
0322	649.0250 Temporary Marking Line Removable Tape 8-Inch	1,212.000 LF	_____.____	_____.____
0324	649.0850 Temporary Marking Stop Line Removable Tape 18-Inch	80.000 LF	_____.____	_____.____
0326	650.4000 Construction Staking Storm Sewer	186.000 EACH	_____.____	_____.____
0328	650.4500 Construction Staking Subgrade	7,013.000 LF	_____.____	_____.____
0330	650.5000 Construction Staking Base	1,552.000 LF	_____.____	_____.____
0332	650.5500 Construction Staking Curb Gutter and Curb & Gutter	2,377.000 LF	_____.____	_____.____
0334	650.6000 Construction Staking Pipe Culverts	1.000 EACH	_____.____	_____.____
0336	650.7000 Construction Staking Concrete Pavement	5,650.000 LF	_____.____	_____.____
0338	650.8000 Construction Staking Resurfacing Reference	950.000 LF	_____.____	_____.____
0340	650.8500 Construction Staking Electrical Installations (project) 01. 1560-00-70	LS	LUMP SUM	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0584	SPV.0090 Special 13. Water Main C900 10-inch	130.000 LF	_____.____	_____.____
0586	SPV.0090 Special 14. Water Main Wrapped Ductile Iron 8-inch	150.000 LF	_____.____	_____.____
0588	SPV.0090 Special 15. Install State Furnished Cat-5E Cable	758.000 LF	_____.____	_____.____
0590	SPV.0165 Special 01. Modular Block Retaining Wall	30.000 SF	_____.____	_____.____
0592	SPV.0200 Special 01. Sanitary Manhole Excess Depth 4-FT Diameter	38.700 VF	_____.____	_____.____
0594	646.1020 Marking Line Epoxy 4-Inch	15,057.000 LF	_____.____	_____.____
0596	646.3020 Marking Line Epoxy 8-Inch	627.000 LF	_____.____	_____.____
0598	649.0960 Temporary Marking Removable Mask Out Tape 6-Inch	760.000 LF	_____.____	_____.____
	Section: 0001		Total:	_____.____

Total Bid: _____.____

Wisconsin Department of Transportation

Division of Transportation Systems Development
Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

November 4, 2021

NOTICE TO ALL CONTRACTORS:

Proposal #25: **1560-00-70, WISC 2022043**
Spooner - Hayward
Greenwood Ave To Poplar Street
USH 63
Washburn County

1560-00-80
Spooner - Hayward
Greenwood Ave To Poplar Street
USH 63
Washburn County

Letting of November 9, 2021

This is Addendum No. 02, which provides for the following:

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
455.0605	Tack Coat	GAL	1140.4	379.2	1519.6

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
460.6644	HMA Pavement 4 MT 58-34 V	TON	0	3371	3371

Deleted Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
460.6444	HMA Pavement 4 HT 58-34 H	TON	1564	-1564	0
460.7425	HMA Pavement 5 HT 58-28 H	TON	1807	-1807	0

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
12-16	Revised the HMA mix type and lift thicknesses as required.
237	Replaces the 5 HT 58-28 H & 4 HT 58-34 H with one mix. Also updates the Tack Coat quantity.

Schedule of Items
Attached, dated November 4, 2021, are the revised Schedule of Items Pages 1 – 20.

Plan Sheets
The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:
Revised: 12 – 16 and 237.

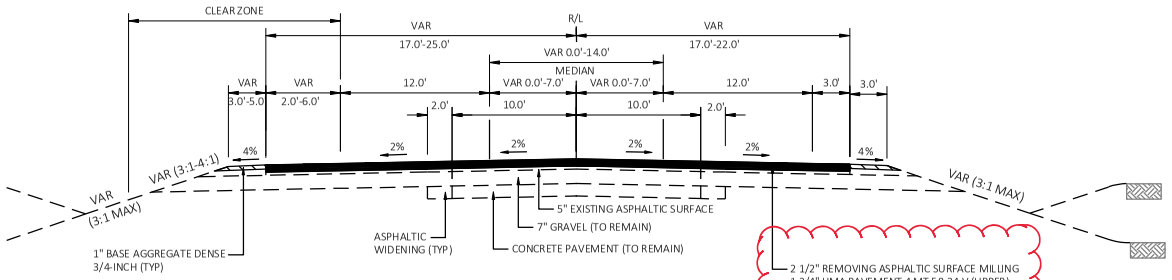
The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

END OF ADDENDUM

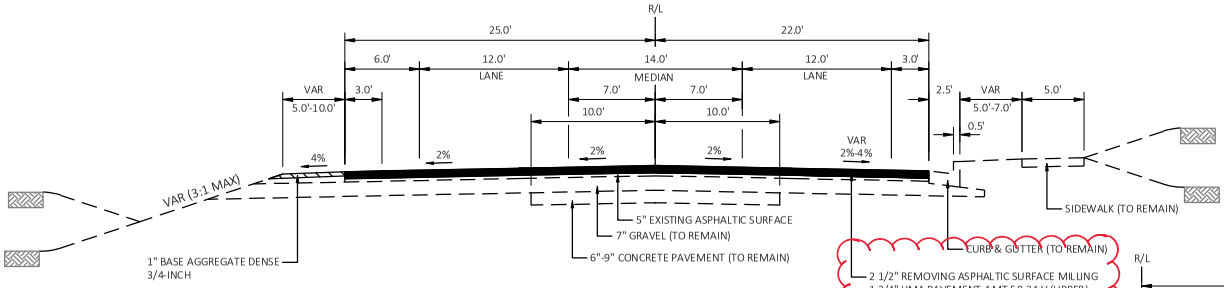


TYPICAL FINISHED SECTION

USH 63
STA 1248+55.00 TO STA 1250+93.30

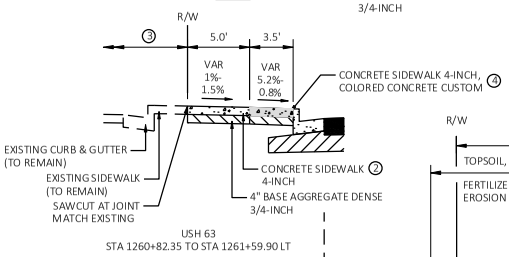
NOTES:

1. SEE EROSION CONTROL PLAN.
2. SEE PLAN & PROFILE SHEETS FOR SIDEWALK LOCATIONS.
3. SEE PLAN & PROFILE SHEETS FOR RAISED ISLAND LOCATIONS.
4. SEE INTERSECTION DETAILS AND CURB RAMP DETAILS FOR COLORED CONCRETE CUSTOM.

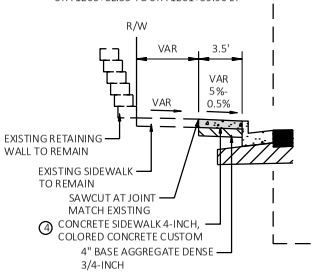


TYPICAL FINISHED SECTION

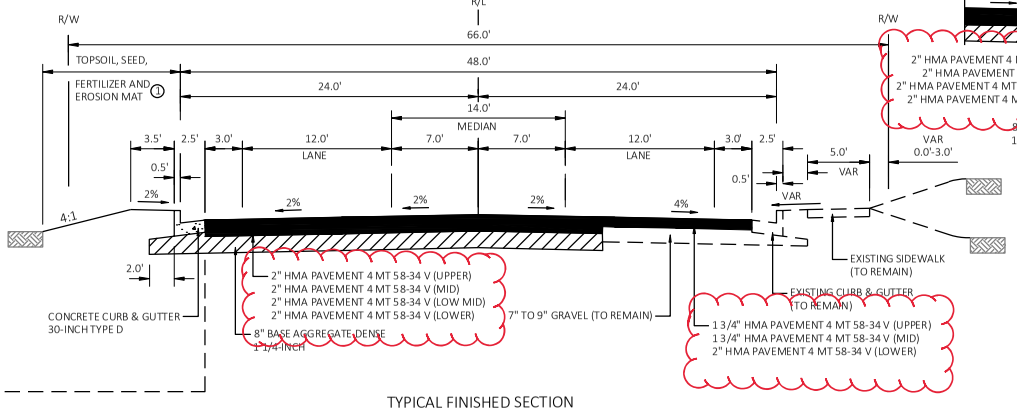
USH 63
STA 1250+93.20 TO STA 1254+42.13
STA 1255+57.15 TO STA 1258+38.20



USH 63
STA 1260+82.35 TO STA 1261+59.90 LT

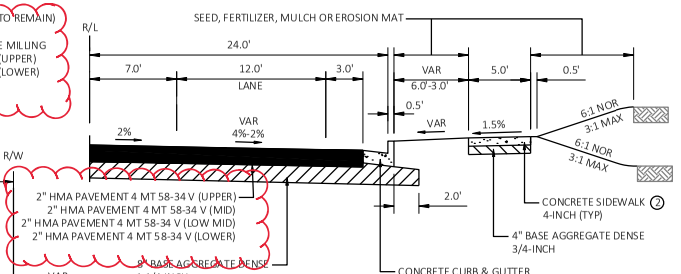


USH 63
STA 1259+72.16 TO STA 1260+82.35 LT



TYPICAL FINISHED SECTION

USH 63
STA 1258+38.20 TO STA 1261+59.90 LT
STA 1258+38.20 TO STA 1259+20.00 RT

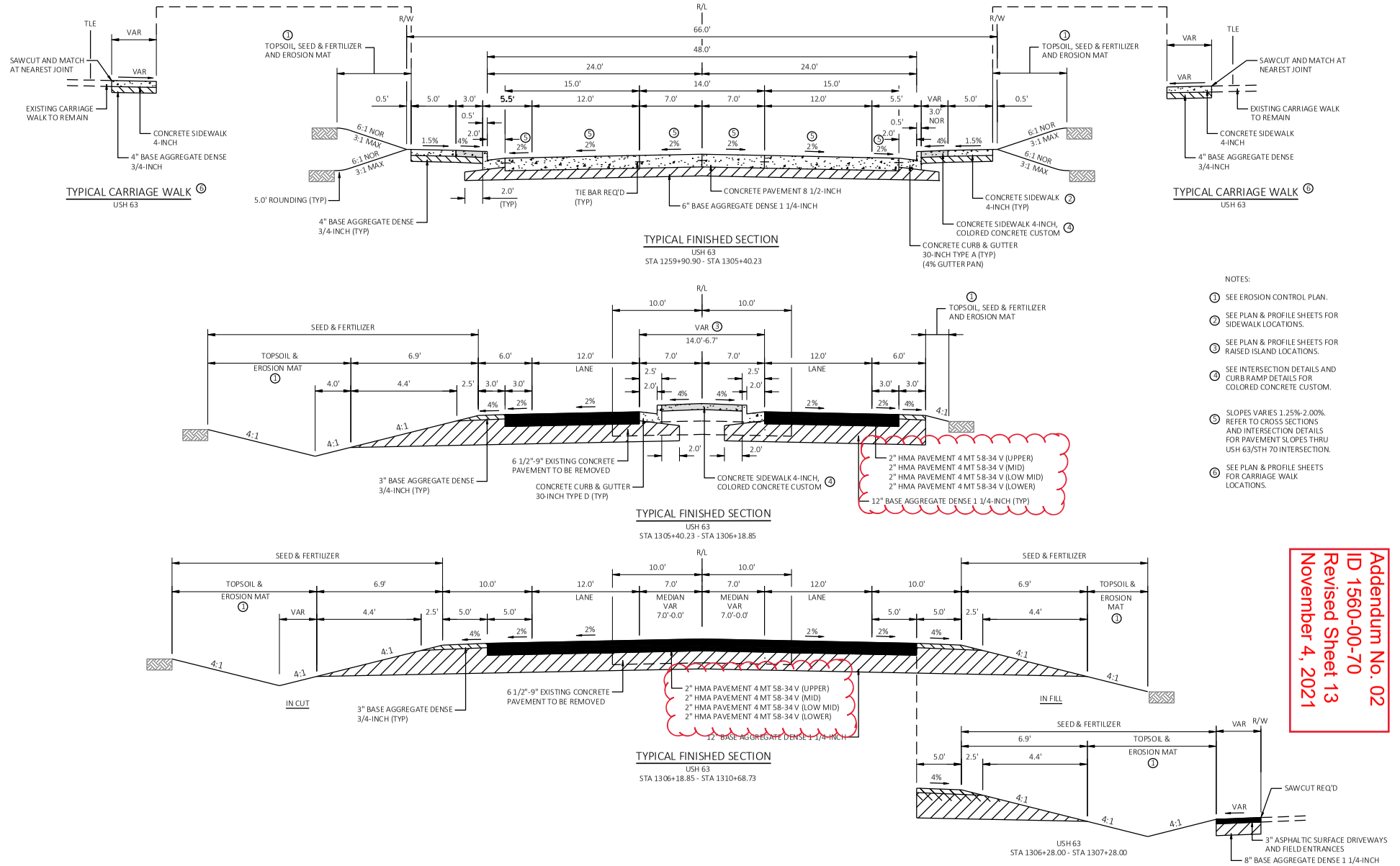


USH 63
STA 1259+20.00 TO STA 1259+90.90 LT

Addendum No. 02
ID 1560-00-70
Revised Sheet 12
November 4, 2021

PROJECT NO: 1560-00-70	HWY: USH 63	COUNTY: WASHBURN	TYPICAL SECTIONS	SHEET 12	E

FILE NAME : P:\UZ\W\WITNW\137959\C3D\1560070\SHEETSPLAN\020301 TS.DWG
LAYOUT NAME - 09
PLOT DATE : 11/2/2021 3:26 PM
PLOT BY : VANCE POWERS
PLOT NAME :
PLOT SCALE : 1 IN:10 FT
WISDOT/CADDS SHEET 42



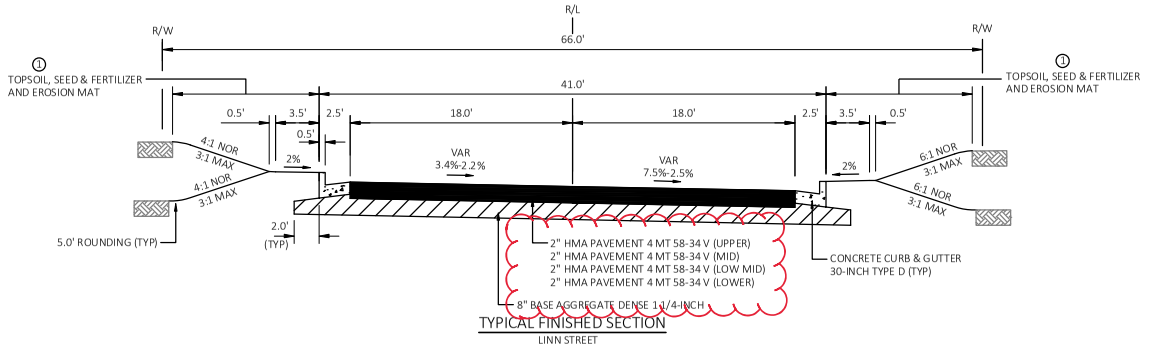
NOTES:

1. SEE EROSION CONTROL PLAN.
2. SEE PLAN & PROFILE SHEETS FOR SIDEWALK LOCATIONS.
3. SEE PLAN & PROFILE SHEETS FOR RAISED ISLAND LOCATIONS.
4. SEE INTERSECTION DETAILS AND CURB RAMP DETAILS FOR COLORED CONCRETE CUSTOM.
5. SLOPES VARIES 1.25%-2.00%. REFER TO CROSS SECTIONS AND INTERSECTION DETAILS FOR PAVEMENT SLOPES THRU USH 63/STH 70 INTERSECTION.
6. SEE PLAN & PROFILE SHEETS FOR CARRIAGE WALK LOCATIONS.

Addendum No. 02
ID 1560-00-70
Revised Sheet 13
November 4, 2021

PROJECT NO: 1560-00-70	HWY: USH 63	COUNTY: WASHBURN	TYPICAL SECTIONS	SHEET 13	E

FILE NAME : P:\UZ\W\WITNW\137959\C3D\1560070\SHEETSPLAN\020301 TS.DWG
LAYOUT NAME - 10
PLOT DATE : 11/2/2021 3:26 PM
PLOT BY : VANCE POWERS
PLOT NAME :
PLOT SCALE : 1 IN:10 FT
WISDOT/CADDS SHEET 42



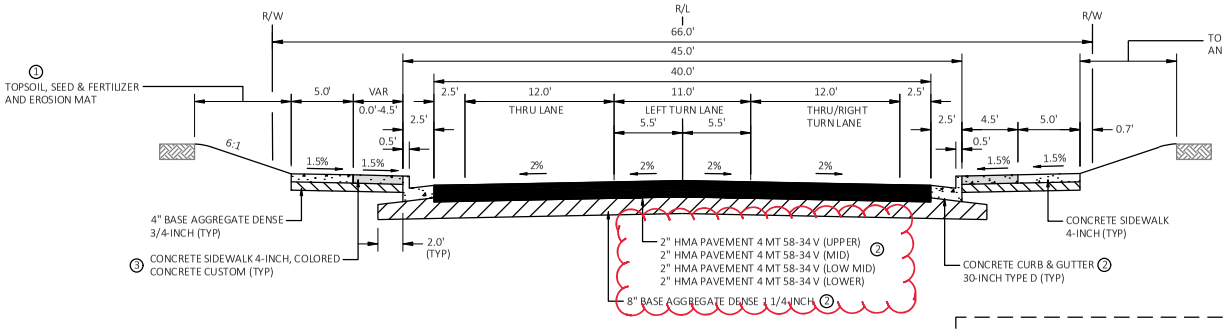
TYPICAL FINISHED SECTION
LINN STREET

NOTES:

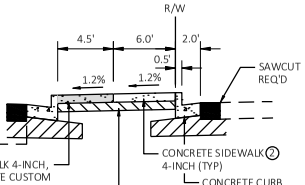
① SEE EROSION CONTROL PLAN.

② FOR CONCRETE PAVEMENT 8 1/2-INCH, 6" BASE AGGREGATE DENSE 1 1/4-INCH AND CONCRETE CURB & GUTTER 30-INCH TYPE A SEE PLAN AND PROFILE OR INTERSECTION DETAILS FOR LOCATIONS AND WIDTHS.

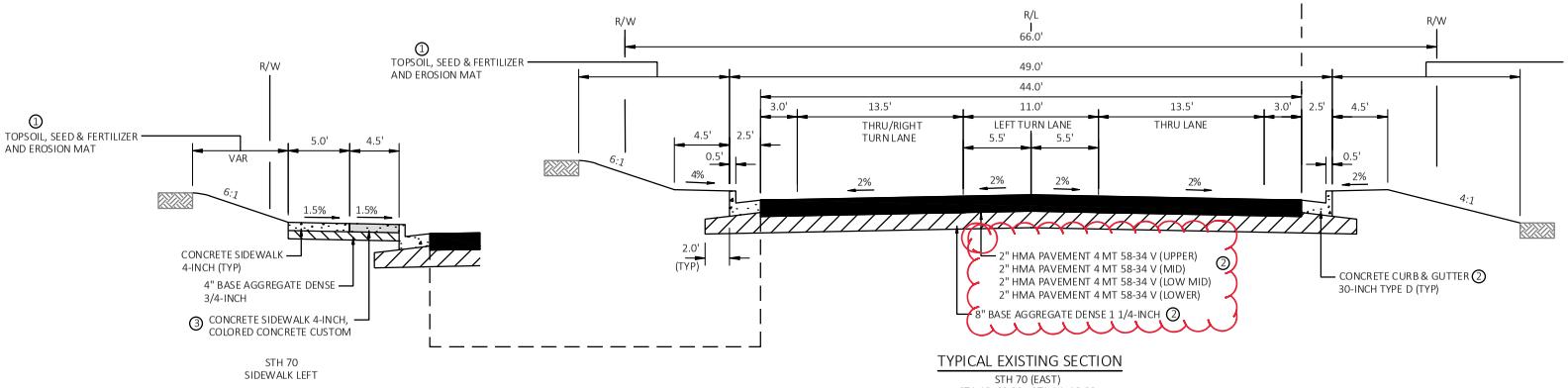
③ SEE INTERSECTION DETAILS AND CURB RAMP DETAILS FOR COLORED CONCRETE CUSTOM.



TYPICAL EXISTING SECTION
STH 70 (WEST)
STA 8+53.00 - STA 10+00.00



STH 70
SIDEWALK AND PARKING RIGHT



STH 70
SIDEWALK LEFT

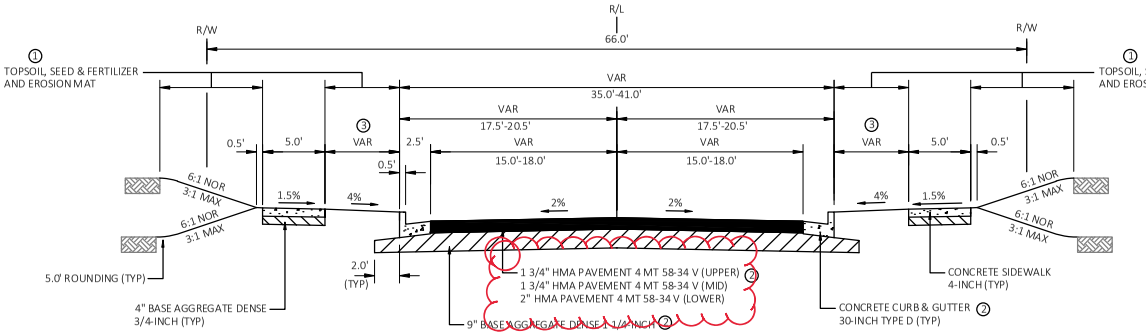
TYPICAL EXISTING SECTION
STH 70 (EAST)
STA 10+00.00 - STA 11+10.00

Addendum No. 02
ID 1560-00-70
Revised Sheet 14
November 4, 2021

PROJECT NO: 1560-00-70	HWY: USH 63	COUNTY: WASHBURN	TYPICAL SECTIONS	SHEET 14	E

FILE NAME : P:\UZ\W\WITNW\137959\C3D\1560070\SHEETSPLAN\020301 TS.DWG
LAYOUT NAME - 11
PLOT DATE : 11/2/2021 3:26 PM
PLOT BY : VANCE POWERS
PLOT NAME :
PLOT SCALE : 1 IN:10 FT

2



TYPICAL FINISHED SECTION

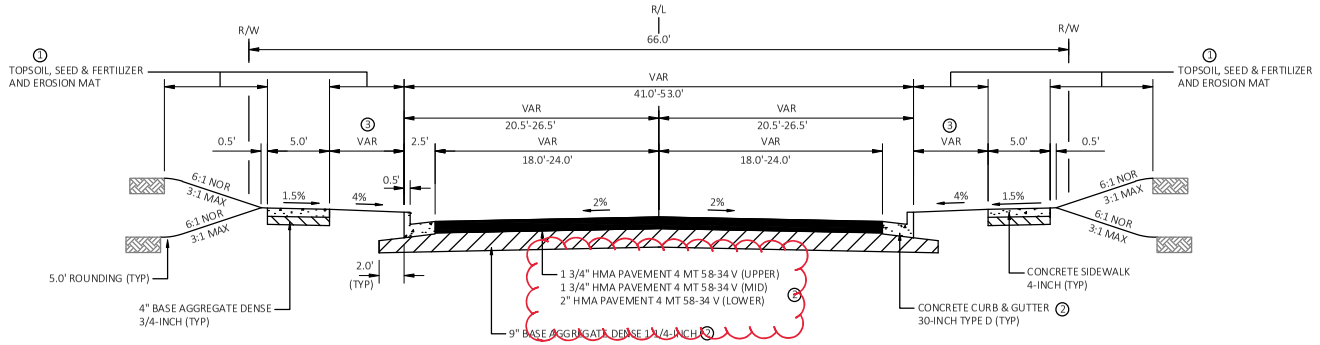
VINE STREET
ASH STREET

NOTES:

① SEE EROSION CONTROL PLAN.

② FOR CONCRETE PAVEMENT 8 1/2-INCH, 6" BASE AGGREGATE DENSE 1 1/4-INCH AND CONCRETE CURB & GUTTER 30-INCH TYPE A SEE PLAN AND PROFILE OR INTERSECTION DETAILS FOR LOCATIONS AND WIDTHS.

③ SEE CURB RAMP DETAILS FOR WIDTHS, JOINTS AND GRADES.



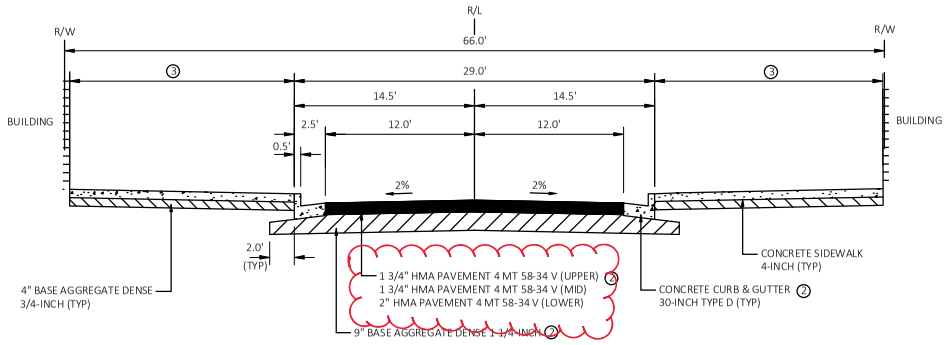
TYPICAL FINISHED SECTION

OAK STREET
ELM STREET
PINE STREET
HAZEL STREET

Addendum No. 02
ID 1560-00-70
Revised Sheet 15
November 4, 2021

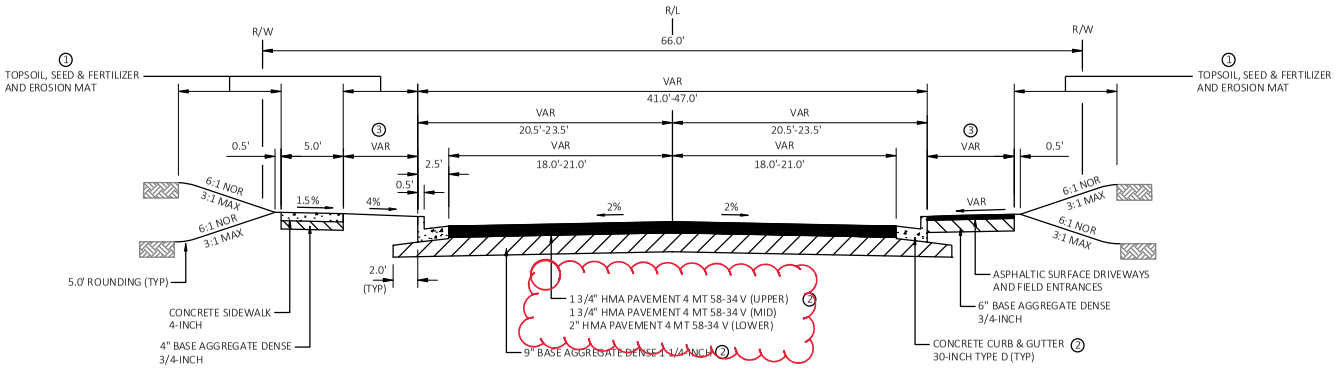
PROJECT NO: 1560-00-70	HWY: USH 63	COUNTY: WASHBURN	TYPICAL SECTIONS	SHEET 15	E

2



TYPICAL FINISHED SECTION

WALNUT STREET



TYPICAL FINISHED SECTION

CEDAR STREET
SPRUCE STREET
BALSAM STREET
POPLAR STREET

Addendum No. 02
ID 1560-00-70
Revised Sheet 16
November 4, 2021

NOTES:

① SEE EROSION CONTROL PLAN.

② FOR CONCRETE PAVEMENT 8 1/2-INCH, 6" BASE AGGREGATE DENSE 1 1/4-INCH AND CONCRETE CURB & GUTTER 30-INCH TYPE A SEE PLAN AND PROFILE OR INTERSECTION DETAILS FOR LOCATIONS AND WIDTHS.

③ SEE CURB RAMP DETAILS FOR WIDTHS, JOINTS AND GRADES.

PROJECT NO: 1560-00-70	HWY: USH 63	COUNTY: WASHBURN	TYPICAL SECTIONS	SHEET 16	E

FILE NAME : P:\UZ\W\WITNW\137959\C3D\1560070\SHEETSPLAN\020301 TS.DWG
LAYOUT NAME - 13
PLOT DATE : 11/2/2021 3:26 PM
PLOT BY : VANCE POWERS
PLOT NAME :
PLOT SCALE : 1 IN:10 FT
WISDOT/CADDS SHEET 42

CONCRETE DRIVEWAY

STATION	LOCATION	416.0160 6-INCH SY	416.0260 HES 6-INCH SY
STAGE 1			
USH 63			
1259+99.7	RT	37	0
1260+64.9	LT	0	15
1261+30.1	RT	0	37
STAGE 1 SUBTOTAL		37	52
STAGE 2			
USH 63			
1263+97.8	RT	0	41
1264+45.6	LT	25	0
1264+53.8	RT	33	0
1267+03.8	RT	0	27
1268+29.2	LT	0	22
1268+30.3	RT	0	25
1270+95.8	LT	21	0
1271+49.2	RT	0	22
1272+16.9	LT	25	0
1272+20.1	RT	0	18
1274+82.4	RT	0	22
1274+96.1	LT	29	0
1276+02.4	LT	25	0
1276+02.8	RT	25	0
VINE STREET			
19+38.1	LT	45	0
20+67.3	LT	54	0
ASH STREET			
29+35.5	LT	50	0
30+66.3	LT	45	0
OAK STREET			
39+38.7	LT	40	0
39+39.7	RT	21	0
STAGE 2 SUBTOTAL		438	177
STAGE 3			
USH 63			
1279+87.9	LT	24	0
1279+88.1	RT	25	0
1280+21.9	RT	0	20
1280+75.7	LT	24	0
1283+73.9	LT	25	0
1283+77.9	RT	23	0
1284+13.1	LT	0	33
1287+58.4	RT	25	0
1287+61.5	LT	21	0
1288+58.2	RT	27	0
1290+44.2	RT	0	17
1290+58.3	LT	0	23
1291+45.1	RT	25	0
1291+45.9	LT	25	0
1292+50.8	LT	0	17
1292+51.2	RT	17	0
ELM STREET			0
59+38.8	RT	35	0
PINE STREET			0
69+38.2	RT	0	34
STAGE 3 SUBTOTAL		296	144

CONCRETE DRIVEWAY (CONT'D)

STATION	LOCATION	416.0160 6-INCH SY	416.0260 HES 6-INCH SY
STAGE 4			
USH 63			
1294+22.6	RT	17	0
1295+08.5	LT	0	16
1295+31.7	RT	25	0
1295+31.9	LT	24	0
1295+81.9	LT	17	0
1298+28.5	LT	27	0
1298+93.8	RT	19	0
1299+17.8	LT	25	0
1299+17.8	RT	25	0
1300+16.0	RT	0	27
1300+23.2	LT	0	17
1303+04.1	LT	25	0
1303+04.1	RT	25	0
1303+71.9	LT	0	18
SPRUCE STREET			
99+26.8	LT	65	0
STAGE 4 SUBTOTAL		294	78
ITEM TOTAL		1065	451

Addendum No. 02
ID 1560-00-70
Revised Sheet 237
November 4, 2021

NOTE: ALL ITEMS AND QUANTITIES ON THIS SHEET ARE FOR ENGINEER ESTIMATE CATEGORY 0010, UNLESS OTHERWISE NOTED.

ASPHALTIC CONCRETE PAVEMENT ITEMS

STATION	LOCATION	455.0605 TACK COAT GAL	460.6644 HMA PAVEMENT 4 MT 58-34 V TON
STAGE 1			
USH 63			
1258+38.23 - 1261+59.90	LT & RT	297.5	741
STH 70			
8+53.00 - 8+89.95	LT & RT	29.6	74
10+90.90 - 11+10.00	LT & RT	17.0	43
STAGE 1 SUBTOTAL		344.1	858
STAGE 2			
VINE STREET			
19+25.00 - 19+50.99	LT & RT	10.7	28
20+49.10 - 20+85.00	LT & RT	16.2	42
ASH STREET			
29+25.00 - 29+50.80	LT & RT	12.7	33
30+49.05 - 30+85.00	LT & RT	17.7	46
OAK STREET			
39+25.00 - 39+50.98	LT & RT	12.5	33
40+49.20 - 40+80.00	LT & RT	17.9	46
WALNUT STREET			
49+50.67 - 49+55.95	LT & RT	1.7	5
50+40.00 - 50+70.00	LT & RT	10.3	27
STAGE 2 SUBTOTAL		99.6	260
STAGE 3			
ELM STREET			
59+25.00 - 59+50.92	LT & RT	12.7	33
60+49.06 - 60+75.00	LT & RT	15.0	39
PINE STREET			
69+25.00 - 69+50.67	LT & RT	17.1	44
70+49.44 - 70+75.00	LT & RT	12.7	33
CEDAR STREET			
79+15.00 - 79+50.72	LT & RT	19.2	50
80+49.21 - 80+76.00	LT & RT	12.1	32
HAZEL STREET			
89+15.00 - 89+50.89	LT & RT	17.7	46
90+49.17 - 90+75.00	LT & RT	12.7	33
STAGE 3 SUBTOTAL		119.1	310
STAGE 4			
SPRUCE STREET			
99+25.00 - 99+50.93	LT & RT	12.5	33
100+49.16 - 100+75.00	LT & RT	12.5	33
BALSAM STREET			
109+35.00 - 109+50.89	LT & RT	7.6	20
110+49.10 - 110+70.00	LT & RT	10.3	27
POPLAR STREET			
119+25.18 - 119+48.37	LT & RT	11.1	29
120+48.83 - 120+73.83	LT & RT	12.7	33
USH 63			
1305+40.23 - 1010+68.73	LT & RT	355.5	885
STAGE 4 SUBTOTAL		422.2	1060
STAGE 5			
USH 63			
1248+55.00 - 1254+42.13	LT & RT	340.7	557
1252+28.3	LT	4.7	16
1255+57.15 - 1263+00.00	LT & RT	189.3	310
STAGE 5 SUBTOTAL		534.7	883
ITEM TOTALS		1519.6	3371.0

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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	201.0105 Clearing	2.000 STA	_____.____	_____.____
0004	201.0120 Clearing	340.000 ID	_____.____	_____.____
0006	201.0205 Grubbing	2.000 STA	_____.____	_____.____
0008	201.0220 Grubbing	354.000 ID	_____.____	_____.____
0010	203.0100 Removing Small Pipe Culverts	2.000 EACH	_____.____	_____.____
0012	204.0100 Removing Concrete Pavement	1,637.000 SY	_____.____	_____.____
0014	204.0120 Removing Asphaltic Surface Milling	4,432.000 SY	_____.____	_____.____
0016	204.0130 Removing Curb	67.000 LF	_____.____	_____.____
0018	204.0150 Removing Curb & Gutter	10,554.000 LF	_____.____	_____.____
0020	204.0155 Removing Concrete Sidewalk	5,293.000 SY	_____.____	_____.____
0022	204.0170 Removing Fence	298.000 LF	_____.____	_____.____
0024	204.0195 Removing Concrete Bases	47.000 EACH	_____.____	_____.____
0026	204.0210 Removing Manholes	44.000 EACH	_____.____	_____.____
0028	204.0220 Removing Inlets	58.000 EACH	_____.____	_____.____
0030	204.0245 Removing Storm Sewer (size) 01. 8-Inch PVC	6.000 LF	_____.____	_____.____
0032	204.0245 Removing Storm Sewer (size) 02. 12-Inch	1,987.000 LF	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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) 03. 15-Inch	886.000 LF	_____._____	_____._____
0036	204.0245 Removing Storm Sewer (size) 04. 18-Inch	825.000 LF	_____._____	_____._____
0038	204.0245 Removing Storm Sewer (size) 05. 21-Inch	46.000 LF	_____._____	_____._____
0040	204.0245 Removing Storm Sewer (size) 06. 24-Inch	1,059.000 LF	_____._____	_____._____
0042	204.0245 Removing Storm Sewer (size) 07. 30-Inch	81.000 LF	_____._____	_____._____
0044	204.0245 Removing Storm Sewer (size) 08. 36-Inch	769.000 LF	_____._____	_____._____
0046	204.9060.S Removing (item description) 01. Lighting Unit	2.000 EACH	_____._____	_____._____
0048	205.0100 Excavation Common	22,034.000 CY	_____._____	_____._____
0050	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	32.000 TON	_____._____	_____._____
0052	211.0100 Prepare Foundation for Asphaltic Paving (project) 01. 1560-00-70	LS	LUMP SUM	_____._____
0054	211.0200 Prepare Foundation for Concrete Pavement (project) 01. 1560-00-70	LS	LUMP SUM	_____._____
0056	211.0300 Prepare Foundation for Concrete Base (project) 01. 1560-00-70	LS	LUMP SUM	_____._____
0058	211.0500 Prepare Foundation for Base Aggregate	74.000 STA	_____._____	_____._____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0060	213.0100 Finishing Roadway (project) 01. 1560-00-70	1.000 EACH	_____._____	_____._____
0062	305.0110 Base Aggregate Dense 3/4-Inch	1,810.000 TON	_____._____	_____._____
0064	305.0120 Base Aggregate Dense 1 1/4-Inch	18,358.000 TON	_____._____	_____._____
0066	371.2000.S QMP Base Aggregate Dense 1 1/4-Inch Compaction	1.000 EACH	_____._____	_____._____
0068	405.0200 Coloring Concrete Custom	226.000 CY	_____._____	_____._____
0070	415.0060 Concrete Pavement 6-Inch	220.000 SY	_____._____	_____._____
0072	415.0085 Concrete Pavement 8 1/2-Inch	23,468.000 SY	_____._____	_____._____
0074	415.1085 Concrete Pavement HES 8 1/2-Inch	2,086.000 SY	_____._____	_____._____
0076	415.4100 Concrete Pavement Joint Filling	25,554.000 SY	_____._____	_____._____
0078	416.0160 Concrete Driveway 6-Inch	1,065.000 SY	_____._____	_____._____
0080	416.0260 Concrete Driveway HES 6-Inch	451.000 SY	_____._____	_____._____
0082	455.0605 Tack Coat	1,519.600 GAL	_____._____	_____._____
0084	460.2000 Incentive Density HMA Pavement	2,160.000 DOL	1.00000	2,160.00
0090	465.0120 Asphaltic Surface Driveways and Field Entrances	682.000 TON	_____._____	_____._____
0092	520.3424 Culvert Pipe Class III-A Non-metal 24-Inch	74.000 LF	_____._____	_____._____
0094	520.8000 Concrete Collars for Pipe	8.000 EACH	_____._____	_____._____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0096	521.1024 Apron Endwalls for Culvert Pipe Steel 24-Inch	2.000 EACH	_____.____	_____.____
0098	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	1.000 EACH	_____.____	_____.____
0100	522.2638 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 38x60-Inch	2.000 EACH	_____.____	_____.____
0102	601.0110 Concrete Curb Type D	11.000 LF	_____.____	_____.____
0104	601.0407 Concrete Curb & Gutter 18-Inch Type D	24.000 LF	_____.____	_____.____
0106	601.0409 Concrete Curb & Gutter 30-Inch Type A	8,674.000 LF	_____.____	_____.____
0108	601.0411 Concrete Curb & Gutter 30-Inch Type D	1,990.000 LF	_____.____	_____.____
0110	601.0600 Concrete Curb Pedestrian	173.000 LF	_____.____	_____.____
0112	602.0405 Concrete Sidewalk 4-Inch	59,119.000 SF	_____.____	_____.____
0114	602.0505 Curb Ramp Detectable Warning Field Yellow	960.000 SF	_____.____	_____.____
0116	602.1500 Concrete Steps	80.000 SF	_____.____	_____.____
0118	606.0100 Riprap Light	94.000 CY	_____.____	_____.____
0120	606.0300 Riprap Heavy	478.000 CY	_____.____	_____.____
0122	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	76.000 LF	_____.____	_____.____
0124	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	316.000 LF	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0126	608.0348 Storm Sewer Pipe Reinforced Concrete Class III 48-Inch	1,083.000 LF	_____.____	_____.____
0128	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,138.000 LF	_____.____	_____.____
0130	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	289.000 LF	_____.____	_____.____
0132	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	153.000 LF	_____.____	_____.____
0134	608.0421 Storm Sewer Pipe Reinforced Concrete Class IV 21-Inch	8.000 LF	_____.____	_____.____
0136	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	452.000 LF	_____.____	_____.____
0138	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	253.000 LF	_____.____	_____.____
0140	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	365.000 LF	_____.____	_____.____
0142	608.0448 Storm Sewer Pipe Reinforced Concrete Class IV 48-Inch	685.000 LF	_____.____	_____.____
0144	608.0512 Storm Sewer Pipe Reinforced Concrete Class V 12-Inch	66.000 LF	_____.____	_____.____
0146	608.2334 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 34x53-Inch	395.000 LF	_____.____	_____.____
0148	608.2338 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 38x60-Inch	926.000 LF	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0150	608.2424 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38-Inch	196.000 LF	_____.____	_____.____
0152	608.2429 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45-Inch	416.000 LF	_____.____	_____.____
0154	608.3012 Storm Sewer Pipe Class III-A 12-Inch	1,193.000 LF	_____.____	_____.____
0156	608.3015 Storm Sewer Pipe Class III-A 15-Inch	390.000 LF	_____.____	_____.____
0158	608.3018 Storm Sewer Pipe Class III-A 18-Inch	238.000 LF	_____.____	_____.____
0160	611.0420 Reconstructing Manholes	1.000 EACH	_____.____	_____.____
0162	611.0530 Manhole Covers Type J	35.000 EACH	_____.____	_____.____
0164	611.0545 Manhole Covers Type L	7.000 EACH	_____.____	_____.____
0166	611.0612 Inlet Covers Type C	3.000 EACH	_____.____	_____.____
0168	611.0624 Inlet Covers Type H	92.000 EACH	_____.____	_____.____
0170	611.0639 Inlet Covers Type H-S	29.000 EACH	_____.____	_____.____
0172	611.0642 Inlet Covers Type MS	1.000 EACH	_____.____	_____.____
0174	611.1004 Catch Basins 4-FT Diameter	12.000 EACH	_____.____	_____.____
0176	611.1005 Catch Basins 5-FT Diameter	1.000 EACH	_____.____	_____.____
0178	611.1230 Catch Basins 2x3-FT	56.000 EACH	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0180	611.2004 Manholes 4-FT Diameter	8.000 EACH	_____.____	_____.____
0182	611.2005 Manholes 5-FT Diameter	5.000 EACH	_____.____	_____.____
0184	611.2006 Manholes 6-FT Diameter	4.000 EACH	_____.____	_____.____
0186	611.2007 Manholes 7-FT Diameter	7.000 EACH	_____.____	_____.____
0188	611.2008 Manholes 8-FT Diameter	19.000 EACH	_____.____	_____.____
0190	611.3003 Inlets 3-FT Diameter	2.000 EACH	_____.____	_____.____
0192	611.3004 Inlets 4-FT Diameter	2.000 EACH	_____.____	_____.____
0194	611.3230 Inlets 2x3-FT	66.000 EACH	_____.____	_____.____
0196	611.3901 Inlets Median 1 Grate	1.000 EACH	_____.____	_____.____
0198	611.8110 Adjusting Manhole Covers	3.000 EACH	_____.____	_____.____
0200	611.8120.S Cover Plates Temporary	35.000 EACH	_____.____	_____.____
0202	612.0902.S Insulation Board Polystyrene (inch) 01. 2-Inch	554.000 SY	_____.____	_____.____
0204	618.0100 Maintenance And Repair of Haul Roads (project) 01. 1560-00-70	1.000 EACH	_____.____	_____.____
0206	619.1000 Mobilization	1.000 EACH	_____.____	_____.____
0208	620.0300 Concrete Median Sloped Nose	125.000 SF	_____.____	_____.____
0210	624.0100 Water	221.000 MGAL	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0212	625.0100 Topsoil	3,845.000 SY	_____.____	_____.____
0214	627.0200 Mulching	928.000 SY	_____.____	_____.____
0216	628.1504 Silt Fence	45.000 LF	_____.____	_____.____
0218	628.1520 Silt Fence Maintenance	45.000 LF	_____.____	_____.____
0220	628.1905 Mobilizations Erosion Control	20.000 EACH	_____.____	_____.____
0222	628.1910 Mobilizations Emergency Erosion Control	10.000 EACH	_____.____	_____.____
0224	628.2004 Erosion Mat Class I Type B	2,498.000 SY	_____.____	_____.____
0226	628.2006 Erosion Mat Urban Class I Type A	2,865.000 SY	_____.____	_____.____
0228	628.7005 Inlet Protection Type A	142.000 EACH	_____.____	_____.____
0230	628.7015 Inlet Protection Type C	107.000 EACH	_____.____	_____.____
0232	628.7020 Inlet Protection Type D	36.000 EACH	_____.____	_____.____
0234	628.7504 Temporary Ditch Checks	100.000 LF	_____.____	_____.____
0236	628.7555 Culvert Pipe Checks	2.000 EACH	_____.____	_____.____
0238	629.0210 Fertilizer Type B	4.910 CWT	_____.____	_____.____
0240	630.0120 Seeding Mixture No. 20	120.000 LB	_____.____	_____.____
0242	630.0140 Seeding Mixture No. 40	60.350 LB	_____.____	_____.____
0244	630.0200 Seeding Temporary	129.700 LB	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0246	634.0810 Posts Tubular Steel 2x2-Inch X 10-FT	57.000 EACH	_____.____	_____.____
0248	634.0811 Posts Tubular Steel 2x2-Inch X 11-FT	24.000 EACH	_____.____	_____.____
0250	634.0812 Posts Tubular Steel 2x2-Inch X 12-FT	18.000 EACH	_____.____	_____.____
0252	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	7.000 EACH	_____.____	_____.____
0254	637.2210 Signs Type II Reflective H	372.810 SF	_____.____	_____.____
0256	637.2215 Signs Type II Reflective H Folding	7.500 SF	_____.____	_____.____
0258	638.2102 Moving Signs Type II	100.000 EACH	_____.____	_____.____
0260	638.2602 Removing Signs Type II	23.000 EACH	_____.____	_____.____
0262	638.3000 Removing Small Sign Supports	94.000 EACH	_____.____	_____.____
0264	642.5401 Field Office Type D	1.000 EACH	_____.____	_____.____
0266	643.0300 Traffic Control Drums	36,651.000 DAY	_____.____	_____.____
0268	643.0410 Traffic Control Barricades Type II	4,252.000 DAY	_____.____	_____.____
0270	643.0420 Traffic Control Barricades Type III	9,165.000 DAY	_____.____	_____.____
0272	643.0705 Traffic Control Warning Lights Type A	13,848.000 DAY	_____.____	_____.____
0274	643.0715 Traffic Control Warning Lights Type C	768.000 DAY	_____.____	_____.____
0276	643.0800 Traffic Control Arrow Boards	256.000 DAY	_____.____	_____.____
0278	643.0900 Traffic Control Signs	50,619.000 DAY	_____.____	_____.____

Proposal ID: 20211109025 Project(s): 1560-00-70, 1560-00-80

Federal ID(s): WISC 2022043, 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
0280	643.0920 Traffic Control Covering Signs Type II	4.000 EACH	_____.____	_____.____
0282	643.1000 Traffic Control Signs Fixed Message	172.000 SF	_____.____	_____.____
0284	643.5000 Traffic Control	1.000 EACH	_____.____	_____.____
0286	644.1420 Temporary Pedestrian Surface Plywood	8,500.000 SF	_____.____	_____.____
0288	644.1430 Temporary Pedestrian Surface Plate	2,140.000 SF	_____.____	_____.____
0290	644.1601 Temporary Pedestrian Curb Ramp	52.000 DAY	_____.____	_____.____
0292	644.1810 Temporary Pedestrian Barricade	460.000 LF	_____.____	_____.____
0294	645.0120 Geotextile Type HR	831.000 SY	_____.____	_____.____
0296	645.0130 Geotextile Type R	333.000 SY	_____.____	_____.____
0298	646.5020 Marking Arrow Epoxy	63.000 EACH	_____.____	_____.____
0300	646.5120 Marking Word Epoxy	2.000 EACH	_____.____	_____.____
0302	646.6120 Marking Stop Line Epoxy 18-Inch	173.000 LF	_____.____	_____.____
0304	646.6320 Marking Dotted Extension Epoxy 18-Inch	52.000 LF	_____.____	_____.____
0306	646.6464 Cold Weather Marking Epoxy 4-Inch	11,851.000 LF	_____.____	_____.____
0308	646.6468 Cold Weather Marking Epoxy 8-Inch	119.000 LF	_____.____	_____.____
0310	646.7120 Marking Diagonal Epoxy 12-Inch	255.000 LF	_____.____	_____.____

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0312	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	4,461.000 LF	_____.____	_____.____
0314	646.8120 Marking Curb Epoxy	20.000 LF	_____.____	_____.____
0316	646.8220 Marking Island Nose Epoxy	2.000 EACH	_____.____	_____.____
0318	646.9000 Marking Removal Line 4-Inch	150.000 LF	_____.____	_____.____
0320	649.0150 Temporary Marking Line Removable Tape 4-Inch	11,480.000 LF	_____.____	_____.____
0322	649.0250 Temporary Marking Line Removable Tape 8-Inch	1,212.000 LF	_____.____	_____.____
0324	649.0850 Temporary Marking Stop Line Removable Tape 18-Inch	80.000 LF	_____.____	_____.____
0326	650.4000 Construction Staking Storm Sewer	186.000 EACH	_____.____	_____.____
0328	650.4500 Construction Staking Subgrade	7,013.000 LF	_____.____	_____.____
0330	650.5000 Construction Staking Base	1,552.000 LF	_____.____	_____.____
0332	650.5500 Construction Staking Curb Gutter and Curb & Gutter	2,377.000 LF	_____.____	_____.____
0334	650.6000 Construction Staking Pipe Culverts	1.000 EACH	_____.____	_____.____
0336	650.7000 Construction Staking Concrete Pavement	5,650.000 LF	_____.____	_____.____
0338	650.8000 Construction Staking Resurfacing Reference	950.000 LF	_____.____	_____.____
0340	650.8500 Construction Staking Electrical Installations (project) 01. 1560-00-70	 LS	LUMP SUM	_____.____

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0342	650.9000 Construction Staking Curb Ramps	96.000 EACH	_____.____	_____.____
0344	650.9910 Construction Staking Supplemental Control (project) 01. 1560-00-70	LS	LUMP SUM	_____.____
0346	650.9920 Construction Staking Slope Stakes	7,013.000 LF	_____.____	_____.____
0348	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	11,276.000 LF	_____.____	_____.____
0350	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	2,547.000 LF	_____.____	_____.____
0352	652.0605 Conduit Special 2-Inch	58.000 LF	_____.____	_____.____
0354	652.0800 Conduit Loop Detector	2,996.000 LF	_____.____	_____.____
0356	653.0154 Pull Boxes Non-Conductive 24x36-Inch	11.000 EACH	_____.____	_____.____
0358	653.0164 Pull Boxes Non-Conductive 24x42-Inch	79.000 EACH	_____.____	_____.____
0360	653.0905 Removing Pull Boxes	22.000 EACH	_____.____	_____.____
0362	654.0101 Concrete Bases Type 1	14.000 EACH	_____.____	_____.____
0364	654.0105 Concrete Bases Type 5	3.000 EACH	_____.____	_____.____
0366	654.0110 Concrete Bases Type 10	2.000 EACH	_____.____	_____.____
0368	654.0113 Concrete Bases Type 13	2.000 EACH	_____.____	_____.____
0370	654.0120 Concrete Bases Type 10-Special	2.000 EACH	_____.____	_____.____
0372	654.0217 Concrete Control Cabinet Bases Type 9 Special	2.000 EACH	_____.____	_____.____

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0374	655.0230 Cable Traffic Signal 5-14 AWG	759.000 LF	_____.____	_____.____
0376	655.0240 Cable Traffic Signal 7-14 AWG	2,116.000 LF	_____.____	_____.____
0378	655.0260 Cable Traffic Signal 12-14 AWG	2,273.000 LF	_____.____	_____.____
0380	655.0320 Cable Type UF 2-10 AWG Grounded	2,001.000 LF	_____.____	_____.____
0382	655.0510 Electrical Wire Traffic Signals 12 AWG	5,249.000 LF	_____.____	_____.____
0384	655.0515 Electrical Wire Traffic Signals 10 AWG	2,153.000 LF	_____.____	_____.____
0386	655.0610 Electrical Wire Lighting 12 AWG	9,832.000 LF	_____.____	_____.____
0388	655.0625 Electrical Wire Lighting 6 AWG	29,227.000 LF	_____.____	_____.____
0390	655.0630 Electrical Wire Lighting 4 AWG	28,461.000 LF	_____.____	_____.____
0392	655.0700 Loop Detector Lead In Cable	6,795.000 LF	_____.____	_____.____
0394	655.0800 Loop Detector Wire	9,292.000 LF	_____.____	_____.____
0396	655.0900 Traffic Signal EVP Detector Cable	1,488.000 LF	_____.____	_____.____
0398	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. USH 63 & Walnut Street	LS	LUMP SUM	_____.____
0400	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. USH 63 & STH 70	LS	LUMP SUM	_____.____
0402	657.0100 Pedestal Bases	14.000 EACH	_____.____	_____.____

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0404	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	3.000 EACH	_____.____	_____.____
0406	657.0322 Poles Type 5-Aluminum	3.000 EACH	_____.____	_____.____
0408	657.0350 Poles Type 10	2.000 EACH	_____.____	_____.____
0410	657.0352 Poles Type 10-Special	2.000 EACH	_____.____	_____.____
0412	657.0361 Poles Type 13-Over Height	2.000 EACH	_____.____	_____.____
0414	657.0425 Traffic Signal Standards Aluminum 15-FT	6.000 EACH	_____.____	_____.____
0416	657.0430 Traffic Signal Standards Aluminum 10-FT	8.000 EACH	_____.____	_____.____
0418	657.0530 Monotube Arms 30-FT	2.000 EACH	_____.____	_____.____
0420	657.0535 Monotube Arms 35-FT	1.000 EACH	_____.____	_____.____
0422	657.0540 Monotube Arms 40-FT	1.000 EACH	_____.____	_____.____
0424	657.0541 Monotube Arms 40-FT-Special	2.000 EACH	_____.____	_____.____
0426	657.0615 Luminaire Arms Single Member 4 1/2-Inch Clamp 8-FT	3.000 EACH	_____.____	_____.____
0428	657.0808 Luminaire Arms Steel 8-FT	6.000 EACH	_____.____	_____.____
0430	658.0173 Traffic Signal Face 3S 12-Inch	18.000 EACH	_____.____	_____.____
0432	658.0174 Traffic Signal Face 4S 12-Inch	12.000 EACH	_____.____	_____.____
0434	658.0416 Pedestrian Signal Face 16-Inch	16.000 EACH	_____.____	_____.____

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0436	658.0500 Pedestrian Push Buttons	16.000 EACH	_____.____	_____.____
0438	658.5069 Signal Mounting Hardware (location) 01. USH 63 & Walnut Street	LS	LUMP SUM	_____.____
0440	658.5069 Signal Mounting Hardware (location) 02. USH 63 & STH 70	LS	LUMP SUM	_____.____
0442	659.1115 Luminaires Utility LED A	3.000 EACH	_____.____	_____.____
0444	659.1125 Luminaires Utility LED C	6.000 EACH	_____.____	_____.____
0446	661.0200 Temporary Traffic Signals for Intersections (location) 01. USH 63 & STH 70	LS	LUMP SUM	_____.____
0448	661.0300 Generators	2.000 DAY	_____.____	_____.____
0450	670.0200 ITS Documentation	LS	LUMP SUM	_____.____
0452	671.0112 Conduit HDPE 1-Duct 2-Inch	29.000 LF	_____.____	_____.____
0454	671.0122 Conduit HDPE 2-Duct 2-Inch	5,930.000 LF	_____.____	_____.____
0456	671.0222 Conduit HDPE Directional Bore 2-Duct 2-Inch	250.000 LF	_____.____	_____.____
0458	671.0300 Fiber Optic Cable Marker	6.000 EACH	_____.____	_____.____
0460	673.0105 Communication Vault Type 1	3.000 EACH	_____.____	_____.____
0462	673.0200 Tracer Wire Marker Posts	2.000 EACH	_____.____	_____.____
0464	678.0006 Install Fiber Optic Cable Outdoor Plant 6-CT	3,348.000 LF	_____.____	_____.____

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0466	690.0150 Sawing Asphalt	5,055.000 LF	_____._____	_____._____
0468	690.0250 Sawing Concrete	768.000 LF	_____._____	_____._____
0470	715.0720 Incentive Compressive Strength Concrete Pavement	7,330.000 DOL	1.00000	7,330.00
0472	740.0440 Incentive IRI Ride	1.000 DOL	3,321.00000	3,321.00
0474	999.1501.S Crack and Damage Survey	1.000 EACH	_____._____	_____._____
0476	ASP.1T0A On-the-Job Training Apprentice at $5.00/HR	2,400.000 HRS	5.00000	12,000.00
0478	ASP.1T0G On-the-Job Training Graduate at $5.00/HR	2,760.000 HRS	5.00000	13,800.00
0480	SPV.0035 Special 01. Roof Drain Flume	1.500 CY	_____._____	_____._____
0482	SPV.0060 Special 01. Inlet Covers Type H-D	16.000 EACH	_____._____	_____._____
0484	SPV.0060 Special 02. Temporary Storm Sewer Connection	3.000 EACH	_____._____	_____._____
0486	SPV.0060 Special 03. Concrete Base Type Special	43.000 EACH	_____._____	_____._____
0488	SPV.0060 Special 04. Concrete Control Cabinet Base Type Special	1.000 EACH	_____._____	_____._____
0490	SPV.0060 Special 05. Lighting Control Cabinet Type Special	1.000 EACH	_____._____	_____._____
0492	SPV.0060 Special 06. Lighting Unit Type Special	42.000 EACH	_____._____	_____._____
0494	SPV.0060 Special 07. Salvage and Reinstall Lighting Unit	1.000 EACH	_____._____	_____._____

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0496	SPV.0060 Special 08. Salvage and/or Dispose of Lighting Unit Equipment	14.000 EACH	_____.____	_____.____
0498	SPV.0060 Special 09. Salvage Sign Posts	28.000 EACH	_____.____	_____.____
0500	SPV.0060 Special 10. Sanitary Sewer Manholes w/ Casting 4-FT Diameter	18.000 EACH	_____.____	_____.____
0502	SPV.0060 Special 11. Connect to Existing Sanitary Sewer Main	24.000 EACH	_____.____	_____.____
0504	SPV.0060 Special 12. Connect to Existing Sanitary Sewer Service	52.000 EACH	_____.____	_____.____
0506	SPV.0060 Special 13. Sanitary Sewer Wye, 8-inch x 6-inch	16.000 EACH	_____.____	_____.____
0508	SPV.0060 Special 14. Sanitary Sewer Wye, 10-inch x 6-inch	23.000 EACH	_____.____	_____.____
0510	SPV.0060 Special 15. Sanitary Sewer Wye, 12-inch x 6-inch	15.000 EACH	_____.____	_____.____
0512	SPV.0060 Special 16. Sanitary Sewer Saddle, 8-inch x 6-inch	1.000 EACH	_____.____	_____.____
0514	SPV.0060 Special 17. Exploratory Excavation	20.000 EACH	_____.____	_____.____
0516	SPV.0060 Special 18. Sanitary Sewer Cleanout	5.000 EACH	_____.____	_____.____
0518	SPV.0060 Special 19. Remove Existing Hydrant and Lead	8.000 EACH	_____.____	_____.____
0520	SPV.0060 Special 20. Connect to Existing Water Main	21.000 EACH	_____.____	_____.____
0522	SPV.0060 Special 21. Lower Water Main	8.000 EACH	_____.____	_____.____

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0524	SPV.0060 Special 22. Gate Valve and Box 6-inch	14.000 EACH	_____.____	_____.____
0526	SPV.0060 Special 23. Gate Valve and Box 8-inch	19.000 EACH	_____.____	_____.____
0528	SPV.0060 Special 24. Gate Valve and Box 10-inch	2.000 EACH	_____.____	_____.____
0530	SPV.0060 Special 25. Hydrant 8.5-FT Bury Depth	9.000 EACH	_____.____	_____.____
0532	SPV.0060 Special 26. Connect to Existing Water Service	44.000 EACH	_____.____	_____.____
0534	SPV.0060 Special 27. Corporation Stop 1-inch	51.000 EACH	_____.____	_____.____
0536	SPV.0060 Special 28. Corporation Stop 2-inch	2.000 EACH	_____.____	_____.____
0538	SPV.0060 Special 29. Curb Stop & Box 1-inch	52.000 EACH	_____.____	_____.____
0540	SPV.0060 Special 30. Curb Stop & Box 2-inch	2.000 EACH	_____.____	_____.____
0542	SPV.0060 Special 31. Adjust Existing Gate Valve Box	5.000 EACH	_____.____	_____.____
0544	SPV.0060 Special 32. Remove and Salvage Traffic Signals US 63 & Walnut Street	1.000 EACH	_____.____	_____.____
0546	SPV.0060 Special 33. Remove and Salvage Traffic Signals USH 63 & STH 70	1.000 EACH	_____.____	_____.____
0548	SPV.0060 Special 34. Install State Furnished EVP Detector Heads USH 63 & Walnut Street	1.000 EACH	_____.____	_____.____
0550	SPV.0060 Special 35. Install State Furnished EVP Detector Heads USH 63 & STH 70	1.000 EACH	_____.____	_____.____
0552	SPV.0060 Special 36. Temporary Vehicle Detection US 63 & STH 70	1.000 EACH	_____.____	_____.____

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0554	SPV.0060 Special 37. Maintain Water Service During Construction	1.000 EACH	_____.____	_____.____
0556	SPV.0060 Special 38. Install Conduit Into Existing CINC Vault	2.000 EACH	_____.____	_____.____
0558	SPV.0085 Special 01. Water Main Fittings	1,999.000 LB	_____.____	_____.____
0560	SPV.0090 Special 01. Storm Sewer Pipe PVC 6-Inch	20.000 LF	_____.____	_____.____
0562	SPV.0090 Special 02. Storm Sewer Pipe PVC 12-Inch	8.000 LF	_____.____	_____.____
0564	SPV.0090 Special 03. Concrete Curb & Gutter 24-Inch Type D	179.000 LF	_____.____	_____.____
0566	SPV.0090 Special 04. Sanitary Sewer Service PVC 6-inch	2,096.000 LF	_____.____	_____.____
0568	SPV.0090 Special 05. Sanitary Sewer Main 8-inch	1,791.000 LF	_____.____	_____.____
0570	SPV.0090 Special 06. Sanitary Sewer Main 10-inch	1,240.000 LF	_____.____	_____.____
0572	SPV.0090 Special 07. Sanitary Sewer Main 12-inch	842.000 LF	_____.____	_____.____
0574	SPV.0090 Special 08. Televise Sanitary Sewer Main	3,873.000 LF	_____.____	_____.____
0576	SPV.0090 Special 09. Water Service 1-inch	2,026.000 LF	_____.____	_____.____
0578	SPV.0090 Special 10. Water Service 2-inch	101.000 LF	_____.____	_____.____
0580	SPV.0090 Special 11. Water Main C900 6-inch	558.000 LF	_____.____	_____.____
0582	SPV.0090 Special 12. Water Main C900 8-inch	3,733.000 LF	_____.____	_____.____

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Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0584	SPV.0090 Special 13. Water Main C900 10-inch	130.000 LF	_____.____	_____.____
0586	SPV.0090 Special 14. Water Main Wrapped Ductile Iron 8-inch	150.000 LF	_____.____	_____.____
0588	SPV.0090 Special 15. Install State Furnished Cat-5E Cable	758.000 LF	_____.____	_____.____
0590	SPV.0165 Special 01. Modular Block Retaining Wall	30.000 SF	_____.____	_____.____
0592	SPV.0200 Special 01. Sanitary Manhole Excess Depth 4-FT Diameter	38.700 VF	_____.____	_____.____
0594	646.1020 Marking Line Epoxy 4-Inch	15,057.000 LF	_____.____	_____.____
0596	646.3020 Marking Line Epoxy 8-Inch	627.000 LF	_____.____	_____.____
0598	649.0960 Temporary Marking Removable Mask Out Tape 6-Inch	760.000 LF	_____.____	_____.____
0600	460.6644 HMA Pavement 4 MT 58-34 V	3,371.000 TON	_____.____	_____.____

Section: 0001 Total: _____.____

Total Bid: _____.____