

**HIGHWAY WORK PROPOSAL**

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

Proposal Number:

**18**

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Manitowoc	4337-11-71	WISC 2013 519	14 <sup>th</sup> Street, City of Two Rivers Hawthorne Ave. - Madison St.	STH 310
Manitowoc	4337-11-72		Hawthorne Avenue, City of Two Rivers Columbus St. - 14 <sup>th</sup> St.	STH 310
Manitowoc	4337-11-73		14th Street, City of Two Rivers Hawthorne Ave. - Madison St.	STH 310

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

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation Bid Submittal Due Date: December 10, 2013 Time (Local Time): 9:00 AM Contract Completion Time August 29, 2014 Assigned Disadvantaged Business Enterprise Goal <div style="text-align: right;"><b>DISC%</b></div>	Attach Proposal Guaranty on back of this PAGE. Firm Name, Address, City, State, Zip Code <div style="text-align: center;"><b>SAMPLE NOT FOR BIDDING PURPOSES</b></div> This contract is exempt from federal oversight.
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This certifies that the undersigned bidder, duly sworn, is an authorized representative of the firm named above; that the bidder has examined and carefully prepared the bid from the plans, Highway Work Proposal, and all addenda, and has checked the same in detail before submitting this proposal or bid; and that the bidder or agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal bid.

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

Subscribed and sworn to before me this date \_\_\_\_\_

\_\_\_\_\_  
 (Signature, Notary Public, State of Wisconsin)

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

\_\_\_\_\_  
 (Date Commission Expires)

Notary Seal

\_\_\_\_\_  
 (Bidder Signature)

\_\_\_\_\_  
 (Print or Type Bidder Name)

\_\_\_\_\_  
 (Bidder Title)

**For Department Use Only**

Type of Work	
Removing asphaltic surface milling, base course, HMA pavement, concrete pavement, concrete sidewalk, storm laterals, storm sewer, sanitary sewer, watermain.	
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.

## BID PREPARATION

### Preparing the Proposal Schedule of Items

#### A General

- (1) Obtain bidding proposals as specified in **section 102** of the standard specifications prior to 11:45 AM of the last business day preceding the letting. Submit bidding proposals using one of the following methods:
  1. Electronic bid on the internet.
  2. Electronic bid on a printout with accompanying diskette or CD ROM.
  3. Paper bid under a waiver of the electronic submittal requirements.
- (2) Bids submitted on a printout with accompanying diskette or CD ROM or paper bids submitted under a waiver of the electronic submittal requirements govern over bids submitted on the internet.
- (3) The department will provide bidding information through the department's web site at <http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm>. The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 P.M. local time on the Thursday before the letting. Check the department's web site after 5:00 P.M. local time on the Thursday before the letting to ensure all addenda have been accounted for before preparing the bid. When bidding using methods 1 and 2 above, check the Bid Express™ on-line bidding exchange at <http://www.bidx.com/> after 5:00 P.M. local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (\*.ebs or \*.00x) is used to submit the final bid.
- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the [www.bidx.com](http://www.bidx.com) web site or by contacting:

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at <http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm> or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the departments web site listed above or by picking up the addenda at the Bureau of Highway Construction, Room 601, 4802 Sheboygan Avenue, Madison, WI, during regular business hours.

#### 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 <http://www.dot.wisconsin.gov/business/engrserve/bid-letting-information.htm>. Use Expedite™ software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express™ web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite™ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

**Bidder Name**

**BN00**

**Proposals: 1, 12, 14, & 22**

- (3) If bidding on more than one proposal in the letting, the bidder may include all proposals for that letting on one diskette or CD ROM. Include only submitted proposals with no incomplete or other files on the diskette or CD ROM.
- (4) The bidder-submitted printout of the Expedite™ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.
- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
  1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.

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

### **C Waiver of Electronic Submittal**

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





# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

## NOTARY FOR PRINCIPAL

\_\_\_\_\_  
(Date)

State of Wisconsin )  
 ) ss.  
\_\_\_\_\_ County )

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

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

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

\_\_\_\_\_  
(Date Commission Expires)

**Notary Seal**

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

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

## NOTARY FOR SURETY

\_\_\_\_\_  
(Date)

State of Wisconsin )  
 ) ss.  
\_\_\_\_\_ County )

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

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)

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

\_\_\_\_\_  
(Date Commission Expires)

**Notary Seal**

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



# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

\_\_\_\_\_  
(Signature of Authorized Contractor Representative)

\_\_\_\_\_  
(Date)



## March 2010

## LIST OF SUBCONTRACTORS

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

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

[illegible]

**DECEMBER 2000**

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

Instructions for Certification

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

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

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

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

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

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## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 4337-11-71, 14<sup>th</sup> Street, City of Two Rivers (Hawthorne Ave. – Madison St), STH 310, Project 4337-11-72, Hawthorne Avenue, City of Two Rivers (Columbus St. – 14<sup>th</sup> St.), STH 310, and Project 4337-11-73, 14<sup>th</sup> Street, City of Two Rivers (Hawthorne Ave. – Madison St.), STH 310, Manitowoc 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, 2014 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 (20130615)

### **2. Scope of Work.**

The work under this contract shall consist of removing asphaltic surface milling, base course, HMA pavement, concrete pavement, concrete sidewalk, storm laterals, storm sewer, sanitary sewer, water main, and all incidental items necessary to complete the work as shown on the plans 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 2014 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 paving of the new asphalt surface on Hawthorne Avenue must be completed within 13 working days of the start of milling operations.

#### **4. Traffic.**

STH 310 along both Hawthorne Avenue and 14<sup>th</sup> Street will be closed to through traffic during construction. A detour will be signed and maintained by the contractor. During construction maintain at least one lane at all times for local and emergency access. Also maintain side street access on at least one lane on a minimum of base aggregate at all times except as stated in this article at Wentker Court, River Place, and School Street.

Two businesses (GT Machine and Flavor Hut) on Wentker Court require regular deliveries via larger trucks. Coordinate with the business's representatives to maintain access on a minimum of a base aggregate surface at all times during construction for these deliveries throughout construction.

During milling and paving operations on Hawthorne Avenue, access to Hawthorne Avenue may be eliminated at 18<sup>th</sup> Street and 14<sup>th</sup> Street.

Provide emergency services access within the construction limits at all times.

##### **Private Driveways**

Maintain access to residential driveway at 1414 Wentker Court on a minimum of a base aggregate surface at all times during construction. When temporary access restrictions are deemed necessary, coordinate the timing of the restrictions directly with the property owner who is handicapped and cannot walk long distances.

Maintain access to all other business driveways and private residence driveways on a minimum of base aggregate at all times except as follows. Close driveways for a maximum of 10 calendar days due to roadway concrete paving. Close driveways for a maximum of 10 calendar days for grading and placement of base aggregate and concrete paving for each driveway. Notify in writing each business and/or each residence on the property a minimum of 7 days prior to any driveway closures.

##### **Pedestrian Access**

Maintain pedestrian access on a paved surface, as untouched as possible, along either the existing or the proposed sidewalk on at least one side of both 14<sup>th</sup> Street and Hawthorne Avenue at all times. Asphalt patching of laterals to meet the paved surface requirement must at a minimum be completed at the end of each day that cuts in the sidewalk have taken place. Provide pedestrian access on a minimum of a base aggregate surface across cross street intersections of 14<sup>th</sup> Street, including base aggregate ramps to the new pavement and curb ramps with a minimum width of 6 feet and a maximum slope of 10%.

**Detour Route**

A detour will be signed and maintained by the contractor. The detour will follow Columbus Street and STH 42 (Memorial Drive and Washington Street.) Temporary signals and signal ahead signs with flags as shown on the Temporary Signal Plan will be installed at the Columbus Street and Memorial Drive intersection.

**Portable Changeable Message Signs – Message Prior Approval**

After coordinating with department construction field staff, notify the Northeast Region Traffic Section at (920) 492-5641 (secondary contact number is (920) 492-7719) three business days prior to deploying or changing a message on a PCMS to obtain approval of the proposed message. The Northeast Region Traffic Unit will review the proposed message and either approve the message or make necessary changes.

**Wisconsin Lane Closure System Advanced Notification**

Provide the following minimum advance notification to the engineer for incorporation into the Wisconsin Lane Closure System.

Lane closures (without width, height or weight restriction)	3 business days
Service Ramp closures	3 business days
Extended closure hours	3 business days
System Ramp closures	7 calendar days
Local Street openings/closings	7 calendar days
Lane closures (with width, height or weight restriction)	14 calendar days
Project Start	14 calendar days
Full Freeway closures	14 calendar days
Construction stage changes	14 calendar days
Detours	14 calendar days

Notify the engineer if there are any changes in the schedule, early completions, or cancellations for scheduled work.

**5. Utilities.**

This contract does not come under the provision of Administrative Rule Trans 220. 107-065 (20080501)

**For Project ID 4337-11-71:**

**Charter Communications** (cable TV) has fiber optic cable located on poles on the north/east side of Hawthorne Avenue from Station 23+00 to south of 14<sup>th</sup> Street, and coaxial cable on Two Rivers Water and Light poles along the south side of 14<sup>th</sup> Street from Hawthorne Avenue to Madison Street, along the west side of Wentker Court, and on the east side of School Street. There are also overhead lines along the west side of Wentker Court and the east side of School Street. Since Charter facilities on the south side of 14<sup>th</sup> Street are on Two Rivers Water and Light poles, and these poles will be relocated, Charter will relocate their aerial facilities after these poles have been reset. This work will be completed prior to the start of construction. The field contact person is Nick Frase.

**City of Two Rivers** (sanitary and water) has underground sanitary lines near the centerline from Station 32+50 south thru 14<sup>th</sup> Street. There is also a sanitary sewer located along the centerline within the roadway on 14<sup>th</sup> Street from Hawthorne Avenue to Madison Street. This facility will be replaced in approximately the same location under Project 4337-11-73. In addition, although they do not conflict, there are several storm sewer installations (Station 51+09, 51+69, 54+65, 55+32, 57+41, 57+87, and 58+40) as well as mini storm sewer/mini storm sewer laterals and that cross the proposed sanitary sewer. No conflicts with these facilities are anticipated. Existing sanitary facilities also extend along the centerline of Wentker Court and within the pavement of School Street. These facilities will also be replaced as part of Project 4337-11-73.

There are also underground water lines located within the roadway from Station 18+70 along Hawthorne Avenue thru 14<sup>th</sup> Street. In addition, there is water main located within the roadway and between 8-10' north of the centerline along 14<sup>th</sup> St. as well as on the west side of Wentker Court, on the east side of River Place and the east side of School Street North. The facilities located along 14<sup>th</sup> Street as well as along Wentker Court, River Place, and School Street North will be replaced in approximately the same location under Project 4337-11-73. Also, although they do not conflict with proposed construction activities, there are storm sewer installations (Station 51+09, 51+69, 54+65, 55+32, 57+41, 57+87, 58+40, and Station 101+85) as well as mini storm sewer/mini storm sewer laterals that cross the proposed water main. No conflicts with these facilities are anticipated. The field contact person is Jim McDonald.

**Frontier Communications** (telephone) has a 1200 pair underground cable starting at Station 202+30 Left on Hawthorne Avenue and traversing north across 14<sup>th</sup> Street at Station 50+05. It then continues east along the north side of 14<sup>th</sup> Street to Wentker Court and then traverses north along the west side of Wentker Court. There is also overhead telephone lines located on poles along the north side of 14<sup>th</sup> Street from Station 50+05 to 61+05. There are additional overhead lines located on poles along the east side of Wentker Court and the east side of School Street. At Station 55+35 Left, an underground line begins and extends north along the east side of River Place.

Frontier also has a duct pack within the roadway of 14<sup>th</sup> Street from Station 57+75 to Madison Street. At Station 58+10, the duct pack branches and also extends south within the roadway along School Street.

The existing poles on the north side of 14<sup>th</sup> Street (approximately 11 poles) will be in conflict with the proposed curb and gutter. Relocation of these facilities will be necessary for the project. The poles from Station 50+06 thru Station 57+83 will be relocated to 23.5' from the reference line prior to construction. The poles from Station 59+13 thru Station 60+05 will be relocated to 23.5' from the reference line after the mini storm sewer in the area has been installed. Furthermore, a manhole and duct pack at Station 57+75 will fall within the curb and gutter and will need to be relocated. The relocation of this facility will be completed prior to construction. It also appears that the remaining underground crossings of 14<sup>th</sup> Street (Station 50+05 and 58+10) will not be in conflict with the proposed project; however there is the potential for impacts due to the proposed

replacement of the existing watermain and sanitary sewer. The field contact person is Ryan Osness or Russ Ryan.

**Lakefield Communications** (telephone) has an underground facility that crosses Hawthorne Ave at Station 46+70. From there it extends in the terrace on the south side of the roadway to the south side of 14<sup>th</sup> Street. Continuing as an underground facility, it crosses 14<sup>th</sup> Street near Station 101+05 and then travels east along 14<sup>th</sup> Street on the south side of the roadway to Station 57+90 (crossing Hawthorne Avenue again near Station 201+80). The utility continues to Madison Street as an aerial facility on poles located on the south side of 14<sup>th</sup> Street. There are also buried facilities located on the north side of 14<sup>th</sup> Street from Station 50+05 to Station 51+05, the west side of Wentker Court and the east side of River Place behind the curb and gutter. There is also an overhead facility on the east side of School Street.

The existing underground facilities in the terrace on the south side of Hawthorne Avenue near Station 48+37 will be in conflict with the proposed overhead sign structure foundation. During construction of this project, Lakefield or their contractor will expose this 100 pr facility and shift the line west to the edge of the existing sidewalk. This work will take one day to complete and can be done while work in other locations takes place under this contract.

Also, the underground crossing of 14<sup>th</sup> Street at the inlet at Station 51+09 Left will be in conflict with the proposed storm sewer and mini storm sewer installations and will require relocation. This relocation will be completed during construction and will take one day to complete. Furthermore, it appears that the underground crossings of 14<sup>th</sup> Street (Station 101+05 and 55+50) will not be in conflict with the proposed project; however there is the potential for impacts due to the proposed replacement of the existing water main and sanitary sewer as well as the mini storm sewer/mini storm sewer laterals. Also, it appears that the underground crossing of Hawthorne Avenue at Station 201+80 will not be in conflict with the proposed project; however there is the potential for impacts due to the proposed storm sewer installation as well as the removal of the existing inlet. Due to the difficulty of relocating these facilities as a result of the other utilities in this area, the contractor will need to work around the existing facilities in this area.

The existing pedestal at Station 50+00 Left will be in conflict with the proposed curb and gutter. Relocating this pedestal 30" north and relocating a short section of line adjacent to the pedestal will be completed during construction and will take one day to complete. The existing pedestal at Station 52+90 Left is also within the proposed curb and gutter location. Lakefield or their contractor plans on shifting this pedestal to the north 30", then extending a new underground line to the west to about Station 52+20, where the line would cross 14<sup>th</sup> Street to the south and connect to the existing pedestal. This work would be completed during construction to avoid additional disruption of the street and sidewalk, and will take one day to complete. In addition, other pedestals located along the south side of 14<sup>th</sup> Street may require adjustment depending on the proposed grade changes. If required, these minor grade adjustments will be completed during construction of this project and will take one day to complete. For any of the pedestal relocations noted above, work under this contract

in other locations along this project can take place during the one day timeframe required for the pedestal relocation. An additional day may also be required to make the connections in the new pedestal; however during this timeframe the contractor for this project can work nearby.

Coordinate with Lakefield 10 days prior to construction in areas where relocation during construction are necessary. The field contact person is Doug Stahl.

**Two Rivers Water and Light** (electric, street lights, and communications) has overhead electric lines and streets lights located on the south side of 14<sup>th</sup> Street throughout the project. Pole locations range from approximately 16' to 20' south of centerline on 14<sup>th</sup> Street. These facilities will be relocated in 2013 prior to the start of construction activities for this project. In addition, poles at Station 51+20 LT, Station 54+70 RT, and Station 57+85 RT are located at proposed cross walk locations and will be moved prior to the start of construction operations to accommodate the new walks. Two Rivers Water and Light also has secondary service wires attached to Frontier Communications poles on the north side of 14<sup>th</sup> Street at Station's 50+07 LT, 52+45 LT, 53+29 LT, 54+47 LT, 59+13 LT, and Station 60+02 LT. Within 3 days of Frontier Communications relocating their poles, Two Rivers Water and Light will transfer their facilities to the relocated poles. The field contact person is Tom Bushman.

**Wisconsin Public Service** (gas) has an underground gas line that extends along the north/east curb and gutter of Hawthorne to south of 14<sup>th</sup> Street. Near Station 202+15, the underground gas line crosses Hawthorne Ave. to the south/west. Underground gas lines are also located along the south curb and gutter line of 14<sup>th</sup> Street from Hawthorne Avenue to Madison Street. There are also four underground gas line roadway crossings of 14<sup>th</sup> Street (Station 51+20, 51+50, 54+80 and 58+20) where the gas line extends to the north along the west side of Wentker Court, west side of River Place and the east side of School Street, respectively.

The gas line at the inlets at Station 48+90 Left, Station 400+35 Left along River Place, Station 499+70 Right along School Street, and the gas line crossing near Station 202+15 on Hawthorne Avenue will be in conflict with the proposed storm sewer installations. Relocation of these facilities will be necessary for the project.

Although the following locations of gas lines do not appear to be in conflict with the proposed construction activities, there are five storm sewer installations (Station 201+60, 51+20, 51+50, 54+80, and 58+20) and several locations where mini storm sewer/mini storm sewer laterals cross the existing facility. WPS will be replacing some of their current facilities as follows:

- Along the east side of Hawthorne Avenue under the sidewalk, WPS will be installing 6" plastic piping from Station 34+00 to Station 49+50.

- New 6" plastic piping will cross 14<sup>th</sup> Street at Station 49+75.

- New 4" plastic piping will cross Hawthorne Avenue at Station 201+75 and will extend to the west on 14<sup>th</sup> Street.

- New 6" plastic piping will be installed under the north sidewalk of 14<sup>th</sup> Street from Station 49+50 to Station 54+60 and from Station 58+35 to Station 61+50.

- New 2" plastic piping will be installed under the south sidewalk of 14<sup>th</sup> Street from Station 49+50 to Station 61+50.

WPS work will be completed prior to and during construction of this project, with an anticipated completion date of April 30, 2014. WPS will work with the contractor to try to minimize conflicts with their operations by installing new facilities at times and in areas where the contractor is not planning on working. Coordinate construction with WPS in order to minimize conflicts. The field contact person is Jerry Peot.

**For Project 4337-11-72:**

**Charter Communications** (cable TV) has underground coaxial cable located along the south/west side of Hawthorne Avenue from Station 11+73 to Station 18+40 and along the north/east side of Hawthorne Avenue from Station 11+73 to 23+00. There are also two underground road crossings at Station 15+80 and Station 18+40. They also have fiber optic cable located on poles on the north/east side of Hawthorne Avenue from Station 23+00 to south of 14<sup>th</sup> Street. The existing facilities can remain in place since no conflicts with these facilities are anticipated with the construction activities of this project. The field contact person is Nick Frase.

**City of Two Rivers** (sanitary and water) has underground sanitary lines located along the north/east side of Hawthorne Avenue from Station 13+50 to Station 32+50 along the edge of pavement and from Station 32+50 south thru 14<sup>th</sup> Street near the centerline. Also within Hawthorne Avenue, although it does not appear to conflict with proposed construction activities, there is a pipe culvert removal and replacement (Station 17+85) that crosses the existing sanitary sewer. No conflicts with these facilities are anticipated.

There are also underground water lines located on the north/east side of Hawthorne Avenue outside the roadway from Station, 13+40 to 18+70 and within the roadway from Station 18+70 along Hawthorne Avenue thru 14<sup>th</sup> Street. Although it is not anticipated to conflict with proposed construction activities, there is a pipe culvert removal and replacement (Station 17+85) that crosses the existing water main. No conflicts with these facilities are anticipated. The field contact person is Jim McDonald.

**Frontier Communications** (telephone) has overhead telephone lines located along the south/west side of Hawthorne Avenue from Station 11+73 to 21+25 and on the north/east side from Station 20+00 to 25+75. At Station 25+75, the utility continues underground to 18<sup>th</sup> Street. It then branches and extends southwest along 18<sup>th</sup> Street (along with a fiber optic line) and extends east across Hawthorne Avenue and continues along the south/west side of Hawthorne Avenue to approximately Station 33+50. It then continues as an



overhead facility to Station 48+20. No conflicts with these facilities are anticipated. The field contact person is Ryan Osness or Russ Ryan.

**Lakefield Communications** (telephone) has underground facilities on the south side of Hawthorne Avenue and near the right-of-way from Station 13+70 to Station 15+80, where it crosses the road to the north, then extends back westward to Station 15+20. They also have underground facilities located on the south/west side of Hawthorne Avenue outside the roadway from approximate Station 15+80 to Station 18+40, where it crosses Hawthorne Avenue to the north side of the road. It then continues as a buried facility on the north side of Hawthorne Avenue near the right-of-way to Station 30+80 Left. From there it extends on the north side of Hawthorne Avenue to about Station 46+70 Left on poles owned by Two Rivers Water and Light. It then becomes an underground facility and crosses Hawthorne Avenue to the terrace on the south side of the roadway, and then it turns to the southeast and extends to the south side of 14<sup>th</sup> Street. In addition, Lakefield has an underground facility that crosses Hawthorne Avenue and extends along 17<sup>th</sup> Street to the west from Hawthorne Avenue. They also have existing underground facilities in the terrace on the south side of Hawthorne Avenue near Station 48+37 that will be in conflict with the proposed overhead sign structure foundation. During construction of this project, Lakefield or their contractor will expose this 100 pr facility and shift the line west to the edge of the existing sidewalk. This work will take one day to complete and can be done while work in other locations takes place under this contract. All other facilities are not impacted with the proposed construction activities of this project. The field contact person is Doug Stahl.

**Two Rivers Water and Light** (electric, street lights, and communications) has overhead electric lines and streets lights located on the north/east side of Hawthorne Avenue throughout the project. Pole locations range from approximately 20' to 38' north of centerline on Hawthorne Avenue. Along Hawthorne Avenue, no conflicts with these facilities are anticipated with the construction activities of this project. Note that reduced lateral clearance to poles exists at a few locations. These locations, as well as the lateral clearance offsets that will remain, are shown on the typical section sheets. The field contact person is Tom Bushman.

**Wisconsin Public Service** (gas) has underground gas lines located along the south/west edge of pavement of Hawthorne Avenue from Station 11+73 to Station 32+60, where it crosses the road to the north. From Station 32+60, the underground gas line extends along the north/east curb and gutter of Hawthorne Avenue to south of 14<sup>th</sup> Street. No conflicts with these facilities are anticipated.

Although the following locations of gas lines do not appear to be in conflict with the proposed construction activities, there are two pipe culvert removal and replacements (Station 12+78 and Station 17+85) that cross the existing facility. It is not anticipated that these facilities will need relocation.

WPS will be replacing some of their current facilities as follows:

- Along the east side of Hawthorne Avenue under the sidewalk, WPS will be installing 6" plastic piping from Station 34+00 to Station 49+50.

- New 6" plastic piping will cross 14<sup>th</sup> Street at Station 49+75.

WPS work will be completed prior to and during construction of this project, with an anticipated completion date of April 30, 2014. WPS will work with the contractor to try to minimize conflicts with their operations by installing new facilities at times and in areas where the contractor is not planning on working. Coordinate construction with WPS in order to minimize conflicts. The field contact person is Jerry Peot.

**For Project 4337-11-73:**

**Charter Communications** (cable TV) has fiber optic cable located on poles on the north/east side of Hawthorne Avenue from Station 23+00 to south of 14<sup>th</sup> Street, and coaxial cable on Two Rivers Water and Light poles along the south side of 14<sup>th</sup> Street from Hawthorne Avenue to Madison Street, along the west side of Wentker Court, and on the east side of School Street. There are also overhead lines along the west side of Wentker Court and the east side of School Street. Since Charter facilities on the south side of 14<sup>th</sup> Street are on Two Rivers Water and Light poles, and these poles will be relocated, Charter will relocate their aerial facilities after these poles have been reset. This work will be completed prior to the start of construction. The field contact person is Nick Frase.

**City of Two Rivers** (sanitary and water) has underground sanitary lines near the centerline from Station 32+50 south thru 14<sup>th</sup> Street. There is also a sanitary sewer located along the centerline within the roadway on 14<sup>th</sup> Street from Hawthorne Avenue to Madison Street. This facility will be replaced in approximately the same location under Project 4337-11-73. In addition, although they do not conflict, there are several storm sewer installations (Station 51+09, 51+69, 54+65, 55+32, 57+41, 57+87, and 58+40) as well as mini storm sewer/mini storm sewer laterals and that cross the proposed sanitary sewer. No conflicts with these facilities are anticipated. Existing sanitary facilities also extend along the centerline of Wentker Court and within the pavement of School Street. These facilities will also be replaced as part of Project 4337-11-73.

There are also underground water lines located within the roadway from Station 18+70 along Hawthorne Avenue thru 14<sup>th</sup> Street. In addition, there is water main located within the roadway and between 8-10' north of the centerline along 14<sup>th</sup> Street as well as on the west side of Wentker Court, on the east side of River Place and the east side of School Street North. The facilities located along 14<sup>th</sup> Street as well as along Wentker Court, River Place, and School Street North will be replaced in approximately the same location under Project 4337-11-73. Also, although they do not conflict with proposed construction activities, there are storm sewer installations (Station 51+09, 51+69, 54+65, 55+32, 57+41, 57+87, 58+40, and Station 101+85) as well as mini storm sewer/mini storm sewer laterals that cross the proposed water main. No conflicts with these facilities are anticipated. The field contact person is Jim McDonald.

**Frontier Communications** (telephone) has a 1200 pair underground cable starting at Station 202+30 Left on Hawthorne Avenue and traversing north across 14<sup>th</sup> Street at Station 50+05. It then continues east along the north side of 14<sup>th</sup> Street to Wentker Court and then traverses north along the west side of Wentker Court. There is also overhead telephone lines located on poles along the north side of 14<sup>th</sup> Street from Station 50+05 to 61+05. There are additional overhead lines located on poles along the east side of Wentker Court and the east side of School Street. At Station 55+35 Left, an underground line begins and extends north along the east side of River Place.

Frontier also has a duct pack within the roadway of 14<sup>th</sup> Street from Station 57+75 to Madison Street. At Station 58+10, the duct pack branches and also extends south within the roadway along School Street.

The existing poles on the north side of 14<sup>th</sup> Street (approximately 11 poles) will be in conflict with the proposed curb and gutter. Relocation of these facilities will be necessary for the project. The poles from Station 50+06 thru Station 57+83 will be relocated to 23.5' from the reference line prior to construction. The poles from Station 59+13 thru Station 60+05 will be relocated to 23.5' from the reference line after the mini storm sewer in the area has been installed. Furthermore, a manhole and duct pack at Station 57+75 will fall within the curb and gutter and will need to be relocated. The relocation of this facility will be completed prior to construction. It also appears that the remaining underground crossings of 14<sup>th</sup> Street (Station 50+05 and 58+10) will not be in conflict with the proposed project; however there is the potential for impacts due to the proposed replacement of the existing watermain and sanitary sewer. The field contact person is Ryan Osness or Russ Ryan.

**Lakefield Communications** (telephone) has an underground facility that crosses Hawthorne Avenue at Station 46+70. From there it extends in the terrace on the south side of the roadway to the south side of 14<sup>th</sup> Street. Continuing as an underground facility, it crosses 14<sup>th</sup> Street near Station 101+05 and then travels east along 14<sup>th</sup> Street on the south side of the roadway to Station 57+90 (crossing Hawthorne Ave again near Station 201+80). The utility continues to Madison Street as an aerial facility on poles located on the south side of 14<sup>th</sup> Street. There are also buried facilities located on the north side of 14<sup>th</sup> Street from Station 50+05 to Station 51+05, the west side of Wentker Court and the east side of River Place behind the curb and gutter. There is also an overhead facility on the east side of School Street.

The existing underground facilities in the terrace on the south side of Hawthorne Avenue near Station 48+37 will be in conflict with the proposed overhead sign structure foundation. During construction of this project, Lakefield or their contractor will expose this 100 pr facility and shift the line west to the edge of the existing sidewalk. This work will take one day to complete and can be done while work in other locations takes place under this contract.

Also, the underground crossing of 14<sup>th</sup> Street at the inlet at Station 51+09 Left will be in conflict with the proposed storm sewer and mini storm sewer installations and will require relocation. This relocation will be completed during construction and will take one day to complete. Furthermore, it appears that the underground crossings of 14<sup>th</sup> Street (Station 101+05 and 55+50) will not be in conflict with the proposed project; however there is the potential for impacts due to the proposed replacement of the existing water main and sanitary sewer as well as the mini storm sewer/mini storm sewer laterals. Also, it appears that the underground crossing of Hawthorne Avenue at Station 201+80 will not be in conflict with the proposed project; however there is the potential for impacts due to the proposed storm sewer installation as well as the removal of the existing inlet. Due to the difficulty of relocating these facilities as a result of the other utilities in this area, the contractor will need to work around the existing facilities in this area.

The existing pedestal at Station 50+00 Left will be in conflict with the proposed curb and gutter. Relocating this pedestal 30" north and relocating a short section of line adjacent to the pedestal will be completed during construction and will take one day to complete. The existing pedestal at Station 52+90 Left is also within the proposed curb and gutter location. Lakefield or their contractor plans on shifting this pedestal to the north 30", then extending a new underground line to the west to about Station 52+20, where the line would cross 14<sup>th</sup> Street to the south and connect to the existing pedestal. This work would be completed during construction to avoid additional disruption of the street and sidewalk, and will take one day to complete. In addition, other pedestals located along the south side of 14<sup>th</sup> Street may require adjustment depending on the proposed grade changes. If required, these minor grade adjustments will be completed during construction of this project and will take one day to complete. For any of the pedestal relocations noted above, work under this contract in other locations along this project can take place during the one day timeframe required for the pedestal relocation. An additional day may also be required to make the connections in the new pedestal; however during this timeframe the contractor for this project can work nearby.

Coordinate with Lakefield 10 days prior to construction in areas where relocation during construction are necessary. The field contact person is Doug Stahl.

**Two Rivers Water and Light** (electric, street lights, and communications) has overhead electric lines and streets lights located on the south side of 14<sup>th</sup> Street throughout the project. Pole locations range from approximately 16' to 20' south of centerline on 14<sup>th</sup> Street. These facilities will be relocated in 2013 prior to the start of construction activities for this project. In addition, poles at Station 51+20 LT, Station 54+70 RT, and Station 57+85 RT are located at proposed cross walk locations and will be moved prior to the start of construction operations to accommodate the new walks. Two Rivers Water and Light also has secondary service wires attached to Frontier Communications poles on the north side of 14<sup>th</sup> Street at Station's 50+07 LT, 52+45 LT, 53+29 LT, 54+47 LT, 59+13 LT, and Station 60+02 LT. Within 3 days of Frontier Communications relocating their poles, Two Rivers Water and Light will transfer their facilities to the relocated poles. The field contact person is Tom Bushman.

**Wisconsin Public Service** (gas) has an underground gas line that extends along the north/east curb and gutter of Hawthorne Avenue to south of 14<sup>th</sup> Street. Near Station 202+15, the underground gas line crosses Hawthorne Avenue to the south/west. Underground gas lines are also located along the south curb and gutter line of 14<sup>th</sup> Street from Hawthorne Avenue to Madison Street. There are also four underground gas line roadway crossings of 14<sup>th</sup> Street (Station 51+20, 51+50, 54+80 and 58+20) where the gas line extends to the north along the west side of Wentker Court, west side of River Place and the east side of School Street, respectively.

The gas line at the inlets at Station 48+90 Left, Station 400+35 Left along River Place, Station 499+70 Right along School Street, and the gas line crossing near Station 202+15 on Hawthorne Avenue will be in conflict with the proposed storm sewer installations. Relocation of these facilities will be necessary for the project.

Although the following locations of gas lines do not appear to be in conflict with the proposed construction activities, there are five storm sewer installations (Station 201+60, 51+20, 51+50, 54+80, and 58+20) and several locations where mini storm sewer/mini storm sewer laterals cross the existing facility. WPS will be replacing some of their current facilities as follows:

- Along the east side of Hawthorne Avenue under the sidewalk, WPS will be installing 6" plastic piping from Station 34+00 to Station 49+50.

- New 6" plastic piping will cross 14<sup>th</sup> Street at Station 49+75.

- New 4" plastic piping will cross Hawthorne Avenue at Station 201+75 and will extend to the west on 14<sup>th</sup> Street.

- New 6" plastic piping will be installed under the north sidewalk of 14<sup>th</sup> Street from Station 49+50 to Station 54+60 and from Station 58+35 to Station 61+50.

- New 2" plastic piping will be installed under the south sidewalk of 14<sup>th</sup> Street from Station 49+50 to Station 61+50.

WPS work will be completed prior to and during construction of this project, with an anticipated completion date of April 30, 2014. WPS work will commence in early March, and may overlap into this projects' construction by about 1 month. WPS will work with the contractor to try to minimize conflicts with their operations by installing new facilities at times and in areas where the contractor is not planning on working. Coordinate construction with WPS in order to minimize conflicts. The field contact person is Jerry Peot.

## **6. Hauling Restrictions.**

Do not haul materials of any kind on any local roads without approval of the local maintaining authority and the department. Any proposals to haul on local roads shall be by a written agreement between the contractor and the respective maintaining authority. A letter to the department from the maintaining authority in agreement to the hauling shall be submitted prior to hauling. The contractor should contact the respective maintaining authority prior to bidding for approval of haul routes.

## **7. Environmental Protection, Decontamination of Construction Equipment.**

Exotic invasive organisms such as zebra mussels, purple loosestrife and Eurasian water milfoil, are becoming more prolific in Wisconsin and pose adverse effects to waters of the state. Wisconsin State Statutes 30.715, "Placement of Boats, Trailers, and Equipment in Navigable Waters", details the state law that requires the removal of aquatic plants and zebra mussels each time equipment is put into state waters. The cleaning procedures outlined below must be followed for equipment that comes in contact with waters of the state and/or infested water or potentially infested water in other states.

All equipment that has come into contact with potentially infested material must be thoroughly disinfected before use in this project. Use the following inspection and removal procedures (guidelines from the Wisconsin Department of Natural Resources) for disinfection:

- Wash machinery so that it is free of soils, etc. that could possibly contain exotic invasive species prior to leaving the contaminated site;
- Drain all water from boats, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds or roots), and dispose of removed mussels and plant materials in a garbage can prior to leaving the area or infested waters; and

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

## **8. Environmental Protection, Dewatering.**

*Supplement standard spec 107.18 as follows:*

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

[http://dnr.wi.gov/topic/stormwater/standards/const\\_standards.html](http://dnr.wi.gov/topic/stormwater/standards/const_standards.html)

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

**9. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit and WisDNR Section 401 WQC.**

The department has obtained a Section 401 Water Quality Certification from the WisDNR. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the 401 WQC is available from the regional office by contacting Matt Haefs at (920) 492-5702. Coordination has also been completed with the U.S. Army Corps of Engineers Section regarding a Section 404 permit. Based on this coordination, a Section 404 Permit is not required for this project.

**10. Public Convenience and Safety.**

*Revise standard spec 107.8(6) as follows:*

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 7:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer and an Exemption has been obtained from the City Council.

107-001 (20060512)

**11. Coordination with Businesses.**

The contractor shall arrange and conduct a meeting between the contractor, the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting prior to the start of work under this contract and hold two meetings per month thereafter. The contractor shall notify all parties in writing a minimum of ten days prior to the first meeting being held.

Two businesses, GT Machine and Flavor Hut, on Wentker Court require regular deliveries via larger trucks. Coordinate with the business's representatives to maintain access on a minimum of a base aggregate surface at all times during construction for these deliveries throughout construction.

**12. Municipality Acceptance of Sanitary Sewer and Water Main Construction.**

Both the department and City of Two Rivers personnel (or their representatives) will inspect construction of sanitary sewer and water main under this contract. However, testing and final acceptance of the sanitary sewer and water main construction will be by the City of Two Rivers.

105-001 (20061009)

### **13. Referenced Construction Specifications.**

Sanitary sewer and water main bid items reference the Standard Specifications for Sewer and Water Construction in Wisconsin. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

### **14. Dust Abatement.**

*Supplement standard spec 104.6.1 with the following;*

Dry brooming of the pavement will not be allowed

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

### **15. Removing Pull Box, Item 204.9060.S.01.**

#### **A Description**

This special provision describes the removal of an existing pull box and loop on 14<sup>th</sup> Street for the 14<sup>th</sup> Street and Madison Street intersection in accordance to standard spec 653, as shown on the plans and as hereinafter provided.

#### **B (Vacant)**

#### **C Construction**

Coordinate with the City of Two Rivers Water and Light (Tom Bushman) to disconnect existing lead-in cable in the controller cabinet for loop detector as shown on the plans for removal before any work is begun.

Expose and cut existing conduit at location shown on the plans, provide a waterproof cap, and tie out conduit for future use.

Cut off existing loop wire, remove the wiring / cabling from loop and pull box and remove pull box. Dispose of the pull box, underground signal cable, detector lead-in cable and all wires, including loop wire.

#### **D Measurement**

The department will measure Removing Pull Box by each individual unit, acceptably completed.

#### **E Payment**

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



ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Pull Box	Each

Payment for Removing Pull Box is full compensation for removal, salvaging, and for furnishing all excavating, backfilling, and disposing of surplus material, for coordination.

## **16. QMP Base Aggregate.**

### **A Description**

#### **A.1 General**

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

<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>

#### **A.2 Contractor Testing for Small Quantities**

- (1) The department defines a small quantity, for each individual Base Aggregate bid item, as a plan quantity of 9000 tons or less of material as shown in the schedule of items under that bid item.

- (2) The requirements under this special provision apply equally to a small quantity for an individual bid item except as follows:

1. The contractor need not submit a full quality control plan but shall provide an organizational chart to the engineer including names, telephone numbers, and current certifications of all persons involved in the quality control program for material under affected bid items.
2. Divide the aggregate into uniformly sized sublots for testing as follows:

Plan Quantity	Minimum Required Testing
$\leq 1500$ tons	One test from production, load-out, or placement at the contractor's option <sup>[1]</sup>
$> 1500$ tons and $\leq 6000$ tons	Two tests of the same type, either from production, load-out, or placement at the contractor's option <sup>[1]</sup>
$> 6000$ tons and $\leq 9000$ tons	Three placement tests <sup>[2][3]</sup>

<sup>[1]</sup> If using production tests for acceptance, submit test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.

<sup>[2]</sup> For 3-inch material, obtain samples at load-out.

<sup>[3]</sup> If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun.

3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.

4. Department verification testing is optional for quantities of 6000 tons or less.

- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

## **B Materials**

### **B.1 Quality Control Plan**

- (1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not place base before the engineer reviews and comments on the plan. Construct the project as that plan provides.
- (2) Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in each of the contractor's laboratories as changes are adopted. Ensure that the plan provides the following elements:
  1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
  2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.

3. A list of source and processing locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.
5. Descriptions of stockpiling and hauling methods.
6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

## B.2 Personnel

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

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

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

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

## B.3 Laboratory

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

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

<http://www.dot.state.wi.us/business/engrserv/lab-qualification.htm>

## B.4 Quality Control Documentation

### B.4.1 General

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

#### **B.4.2 Records**

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

#### **B.4.3 Control Charts**

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

#### **B.5 Contractor Testing**

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.
- (2) Test gradation once per 3000 tons of material placed. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.
- (3) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.

- (4) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (5) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

## **B.6 Test Methods**

### **B.6.1 Gradation**

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:  
 Gradation..... AASHTO T 27  
 Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
  1. Control limits are at the upper and lower specification limits.
  2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
  3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
  4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

### **B.6.2 Fracture**

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

### **B.6.3 Liquid Limit and Plasticity**

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

## **B.7 Corrective Action**

### **B.7.1 General**

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

### **B.7.2 Placement Corrective Action**

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 2 consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
  1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
  2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:

1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
3. The fracture control limit is exceeded by more than 10.0 percent.

## **B.8 Department Testing**

### **B.8.1 General**

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

### **B.8.2 Verification Testing**

#### **B.8.2.1 General**

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
  1. One non-random test on the first day of placement.
  2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.
- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

#### **B.8.3 Independent Assurance**

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform an IA review

according to the department's independent assurance program. That review may include one or more of the following:

1. Split sample testing.
  2. Proficiency sample testing.
  3. Witnessing sampling and testing.
  4. Test equipment calibration checks.
  5. Reviewing required worksheets and control charts.
  6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in B.9.

### **B.9 Dispute Resolution**

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

### **C (Vacant)**

### **D (Vacant)**

### **E Payment**

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



- (2) For material represented by a running average exceeding a control limit, the department will reduce pay by 10 percent of the contract price for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2.

301-010 (20100709)

## **17. Coloring Concrete Two Rivers Victorian Red, Item 405.0100.01.**

*Revise standard spec 405.2.1(1) as follows:*

The coloring admixture shall be Brickform liquid color Two Rivers Victorian Red or identical match at the loading recommended by the admixture manufacturer.

*Supplement standard spec 405.2.4(1), Colored Concrete Mix Approval General, with the following:*

Test slab color will be evaluated for approval no earlier than 5 days after the test panel was poured and sealed.

## **18. Protection of Concrete.**

*Supplement standard spec 415.3.16 as follows:*

The contractor shall provide for a minimum of one concrete finisher to remain on the project site after final finishing of all concrete surfaces until such time as the concrete has hardened sufficiently to resist surface scarring caused by footprints, handprints, or any other type of imprint, malicious or otherwise. The finisher shall actively and continuously patrol on foot the newly placed concrete and repair any damage to the surface that might be sustained as described above.

The cost for providing the finisher(s), the necessary equipment, and materials shall be construed to be included in the contract unit price for each concrete item.

## **19. QMP Ride; Incentive IRI Ride, Item 440.4410.S.**

### **A Description**

- (1) This special provision describes profiling pavements with a non-contact profiler, locating areas of localized roughness, and determining the International Roughness Index (IRI) for each wheel path segment.
- (2) Profile the final riding surface of all mainline pavements. Include auxiliary lanes in Category I and II segments; crossroads with county, state or U.S. highway designations greater than 1500 feet in continuous length; bridges, bridge approaches; and railroad crossings. Exclude roundabouts and pavements within 150 feet of the points of curvature of roundabout intersections.

- (3) The engineer may direct straightedging under standard spec 415.3.10 for pavement excluded from localized roughness under C.5.2 (1); for bridges; and for roundabouts and pavements within 150 feet of the points of curvature of roundabout intersections. Other surfaces being tested under this provision are exempt from straightedging requirements.

## **B (Vacant)**

## **C Construction**

### **C.1 Quality Control Plan**

- (1) Submit a written quality control plan to the engineer at or before the pre-pave meeting. 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 all quality control personnel.
  2. The process by which quality control information and corrective action efforts will be disseminated to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
  3. The methods and timing used for monitoring and/or testing ride quality throughout the paving process. Also indicate the approximate timing of acceptance testing in relation to the paving operations.
  4. The segment locations of each profile run used for acceptance testing.
  5. Traffic Control Plan

### **C.2 Personnel**

- (1) Have a profiler operator, certified under the department's highway technician certification program (HTCP), operate the equipment, collect the required data, and analyze the results using the methods taught in the HTCP profiling course. Ensure that an HTCP-certified profiler operator supervises data entry into the material records system (MRS).

### **C.3 Equipment**

- (1) Furnish a profile-measuring device capable of measuring IRI from the list of department-approved devices published on the department's web site:  
<http://roadwaystandards.dot.wi.gov/standards/qmp/index.htm>
- (2) Unless the engineer and contractor mutually agree otherwise, arrange to have a calibrated profiler available when paving the final riding surface.
- (3) Perform daily calibration verification of the profiler using test methods according to the manufacturer's recommendations. Notify the engineer before performing the calibration verification. If the engineer requests, arrange to have the engineer observe the calibration verification and operation. Maintain records of the calibration verification activities, and provide the records to the engineer upon request.

## C.4 Testing

### C.4.1 Run and Reduction Parameters

- (1) Enter the equipment-specific department-approved filter settings and parameters given in the approved profilers list on the department's QMP ride web site.

<http://roadwaystandards.dot.wi.gov/standards/qmp/profilers.pdf>

### C.4.2 Contractor Testing

- (1) Operate profilers within the manufacturer's recommended speed tolerances. Perform all profile runs in the direction of travel. Measure the longitudinal profile of each wheel track of each lane. The wheel tracks are 6.0 feet apart and centered in the traveled way of the lane.
- (2) Coordinate with the engineer to schedule profile runs for acceptance. The department may require testing to accommodate staged construction or if corrective action may be required.
- (3) Measure the profiles of each standard or partial segment. Define primary segments starting at a project terminus and running contiguously along the mainline to the other project terminus. Field-locate the beginning and ending points for each profile run. When applicable, align segment limits with the subplot limits used for testing under the QMP Concrete Pavement specification. Define segments one wheel path wide and distinguished by length as follows:
  1. Standard segments are 500 feet long.
  2. Partial segments are less than 500 feet long.
- (4) Treat partial segments as independent segments.

The department will categorize each standard or partial segment as follows:

<b>Segments with a Posted Speed Limit of 55 MPH or Greater</b>	
<b>Category</b>	<b>Description</b>
HMA I	Asphalt pavement with multiple opportunities to achieve a smooth ride. The following operations performed under this contract are considered as opportunities: a layer of HMA, a leveling or wedging layer of HMA, and diamond grinding or partial depth milling of the underlying pavement surface.
HMA II	Asphalt pavement with a single opportunity to achieve a smooth ride.
HMA III	Asphalt pavement segments containing any portion of a bridge, bridge approach, railroad crossing, or intersection. An intersection is defined as the area within the points of curvature of the intersection radii.
PCC II	Concrete pavement.
PCC III	Concrete pavement segments containing any portion of a bridge, bridge approach, railroad crossing, intersection or gap. An intersection is defined as the area within the points of curvature of the intersection radii.

<b>Segments with Any Portion Having a Posted Speed Limit Less Than 55 MPH</b>	
<b>Category</b>	<b>Description</b>
HMA IV	Asphalt pavement including intersections, bridges, approaches, and railroad crossings.
PCC IV	Concrete pavement including gaps, intersections, bridges, approaches, and railroad crossings.

#### **C.4.3 Verification Testing**

- (1) The department may conduct verification testing (QV) to validate the quality of the product. A HTCP certified profiler operator will perform the QV testing. The department will provide the contractor with a listing of the names and telephone numbers of all verification personnel for the project.
- (2) The department will notify the contractor before testing so the contractor can observe the QV testing. Verification testing will be performed independent of the contractor's QC work using separate equipment from the contractor's QC tests. The department will provide test results to the contractor within 1 business day after the department completes the testing.
- (3) The engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's testing procedures and equipment. Both parties will document all investigative work.
- (4) If the contractor does not respond to an engineer request to resolve a testing discrepancy, the engineer may suspend production until action is taken. Resolve disputes as specified in C.6.

#### **C.4.4 Documenting Profile Runs**

- (1) Compute the IRI for each segment and analyze areas of localized roughness using the ProVAL software. Also, the contractor shall prepare the ProVAL Ride Quality Module Reports, showing the IRI for each segment and the areas of localized roughness exceeding an IRI of 200 in/mile. Use ride quality module report as follows:

	<b>Fixed Interval</b>	<b>Continuous (Localized Roughness)</b>
Base-length	500'	25'
Threshold	140"/Mile	200"/Mile

The ProVAL software is available for download at:

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

- (2) As part of the profiler software outputs and ProVAL reports, document the areas of localized roughness. Field-locate the areas of localized roughness prior to the engineer's assessment for corrective actions. Document the reasons for areas excluded and submit to the engineer.

- (3) Within 5 business days after completing profiling of the pavement covered under this special provision, unless the engineer and contractor mutually agree to a different timeline, submit the electronic ProVAL project file containing the .ppf files for each profiler acceptance run data and Ride Quality Module Reports, in .pdf format using the department's Materials Reporting System (MRS) software available on the department's web site:

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

Notify the engineer when the Profiler Acceptance Run data and the Ride Quality Report have been submitted to the MRS system.

## **C.5 Corrective Actions**

### **C.5.1 General**

- (1) Analyze the data from the PROVAL reports and make corrective action recommendations to the department. The department will independently assess whether a repair will help or hurt the long-term pavement performance before deciding on corrective action. Correct the ride as the engineer directs in writing.

### **C.5.2 Corrective Actions for Localized Roughness**

- (1) Apply localized roughness requirements to all pavements, including HMA III, PCC III, HMA IV, and PCC IV; except localized roughness requirements will not be applied to pavements within 25 feet of the following surfaces if they are not constructed under this contract: bridges, bridge approaches, or railroad crossings. The department may direct the contractor to make corrections to the pavement within the 25-foot exclusionary zones.
- (2) The engineer will review each individual wheel track for areas of localized roughness. The engineer will assess areas of localized roughness within 5 business days of receiving notification that the reports were uploaded. The engineer will analyze the report documenting areas that exceed an IRI of 200 in/mile and do one of the following for each location:
1. Direct the contractor to correct the area to minimize the effect on the ride.
  2. Leave the area of localized roughness in place with no pay reduction.
  3. Except for HMA IV and PCC IV segments, assess a pay reduction as follows for each location in each wheel path:

<b>Localized Roughness IRI (in/mile)</b>	<b>Pay Reduction<sup>[1]</sup> (dollars)</b>
> 200	(Length in Feet) x (IRI – 200)

<sup>[1]</sup> A maximum \$250 pay reduction may be assessed for locations of localized roughness that are less than or equal to 25 feet long. Locations longer than 25 feet may be assessed a maximum pay reduction of \$10 per foot.

- (3) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without independent identification of that area as determined by physically riding the pavement. For corrections, use only techniques the engineer approves.
- (4) Re-profile corrected areas to verify that the IRI is less than 140 in/mile after correction. Submit a revised ProVAL ride quality module report to the reference documents section of the MRS for the corrected areas to validate the results.

### **C.5.3 Corrective Actions for Excessive IRI**

- (1) If an individual segment IRI exceeds 140 in/mile for HMA I, HMA II, and PCC II pavements after correction for localized roughness, the engineer may require the contractor to correct that segment. Correct the segment final surface as follows:

HMA I: Correct to an IRI of 60 in/mile using whichever of the following methods as approved by the engineer:  
 Mill and replace the full lane width of the riding surface excluding the paved shoulder.  
 Continuous diamond grinding or fine-tooth milling the full lane width, if required, of the riding surface including adjustment of the paved shoulders.

HMA II: Correct to an IRI of 85 in/mile using whichever of the following methods as approved by the engineer:  
 Mill and replace the full lane width of the riding surface excluding the paved shoulder.  
 Continuous diamond grinding or fine-tooth milling of the full lane width, if required, of the riding surface including adjustment of the paved shoulders

PCC II: Correct to an IRI of 85 in/mile using whichever of the following methods as approved by the engineer:  
 Continuous diamond grinding of the full lane width, if required, of the riding surface including adjustment of the paved shoulders. Conform to sections C.1 through C.4 of Concrete Pavement Continuous Diamond Grinding Special provision contained elsewhere in the contract.  
 Remove and replace the full lane width of the riding surface.

- (2) Re-profile corrected segments to verify that the final IRI meets the above correction limits and there are no areas of localized roughness. Enter a revised ProVAL ride quality module report for the corrected areas to the reference documents section of the MRS. Segments failing these criteria after correction are subject to the engineer's right to adjust pay for non-conforming work under standard spec 105.3.

## **C.6 Dispute Resolution**

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate testing procedures, and perform additional testing.
- (2) If the project personnel cannot resolve a dispute and the dispute affects payment or could result in incorporating nonconforming pavement, the department will use third party testing to resolve the dispute. The department's Quality Assurance Unit, or a mutually agreed on independent testing company, 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 tester. The department may use third party tests to evaluate the quality of questionable pavement and determine the appropriate payment.

## **D Measurement**

- (1) The department will measure Incentive IRI Ride by the dollar, adjusted as specified in E.2.

## **E Payment**

### **E.1 Payment for Profiling**

- (1) Costs for furnishing and operating the profiler, documenting profile results, and correcting the final pavement surface are incidental to the contract. The department will pay separately for engineer-directed corrective action performed within the 25-foot exclusionary zones under C.5.2 as extra work.

### **E.2 Pay Adjustment**

- (1) The department will pay incentive for ride under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
440.4410.S	Incentive IRI Ride	DOL

- (2) Incentive payment is not limited, either up or down, to the amount the schedule of items shows.
- (3) The department will administer disincentives for ride under the Disincentive IRI Ride administrative item.
- (4) The department will not assess disincentive on HMA III or PCC III segments. Incentive pay for HMA III and PCC III segments will be according to the requirements for the category of the adjoining segments.
- (5) The department will adjust pay for each segment based on the initial IRI for that segment. If corrective action is required, the department will base disincentives on the IRI after correction for pavement meeting the following conditions:

- All Pavement: The corrective work is performed in a contiguous, full lane width section 500 feet long, or a length as agreed with the engineer.
- HMA Pavements: The corrective work is a mill and inlay or full depth replacement and the inlay or replacement layer thickness conforms to standard spec 460.3.2.
- Concrete Pavements: The corrective work is a full depth replacement and conforms to standard spec 415.

- (6) The department will adjust pay for 500-foot long standard segments nominally one wheel path wide using equation “QMP 1.04” as follows:

<b>HMA I</b>	
<b>Initial IRI (inches/mile)</b>	<b>Pay Adjustment<sup>[1]</sup> (dollars per standard segment)</b>
< 30	250
≥ 30 to <35	$1750 - (50 \times \text{IRI})$
≥ 35 to < 60	0
≥ 60 to < 75	$1000 - (50/3 \times \text{IRI})$
≥ 75	-250

<b>HMA II and PCC II</b>	
<b>Initial IRI (inches/mile)</b>	<b>Pay Adjustment<sup>[1][2]</sup> (dollars per standard segment)</b>
< 50	250
≥ 50 to < 55	$2750 - (50 \times \text{IRI})$
≥ 55 to < 85	0
≥ 85 to < 100	$(4250/3) - (50/3 \times \text{IRI})$
≥ 100	-250

<b>HMA IV and PCC IV</b>	
<b>Initial IRI (inches/mile)</b>	<b>Pay Adjustment<sup>[1][2]</sup> (dollars per standard segment)</b>
< 35	250
≥ 35 to < 45	$1125 - (25 \times \text{IRI})$
≥ 45	0

<sup>[1]</sup> If the engineer directs placing upper layer asphaltic mixtures between October 15 and May 1 for department convenience as specified in standard spec 450.3.2.1(5), the department will not adjust pay for ride on pavement the department orders the contractor to place when the temperature, as defined in standard spec 450.3.2.1(2), is less than 36 F.

<sup>[2]</sup> If the engineer directs placing concrete pavement for department convenience, the department will not adjust pay for ride on pavement the department orders the contractor to place when the air temperature falls below 35 F.



- (7) The department will prorate the pay adjustment for partial segments based on their length.  
440-010 (20130615)

## **20. Reheating HMA Pavement Longitudinal Joints, Item 460.4110.S.**

### **A Description**

This special provision describes reheating the abutting edge of the previously compacted layer in the adjacent lane while paving mainline asphalt pavements.

### **B (Vacant)**

### **C Construction**

#### **C.1 Equipment**

Provide a self-contained heating unit that heats by convection only. Do not use forced air to enhance the flame. Provide a fireproof barrier between the flame and the heater's fuel source. The heater must produce a uniform distribution of heat within the heat box. Provide automatic controls to regulate the heater output and shutoff the heater when the paver stops or the heater control system loses power.

Mount the heater on the paver inside the paver's automatic leveling device.

#### **C.2 Reheating Joints**

Evenly reheat at least an 8 inch (200 mm) wide strip of the previously compacted layer in the adjacent lane as follows:

1. Ambient air temperature at or above 60 degrees F (15 degrees C), reheat to 290 to 340 degrees F (143-171 degrees C).
2. Ambient air temperature below 60 degrees F (15 degrees C), reheat to 240 to 290 degrees F (115-143 degrees C).

The engineer may modify the required joint reheat temperatures to adjust for weather, wind, and other field conditions. Coordinate the heater output and paver speed to achieve the required joint reheat temperature without visible smoke emission.

### **D Measurement**

The department will measure Reheating HMA Pavement Longitudinal Joints by the linear foot, acceptably completed, as measured along each joint for each layer of asphalt placed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
460.4110.S	Reheating HMA Pavement Longitudinal Joints	LF

Payment is full compensation for furnishing all the work required under this bid item.  
460-015 (20120615)

## **21. QMP HMA Pavement Nuclear Density.**

### **A Description**

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
  1. Selection of test sites.
  2. Testing.
  3. Necessary adjustments in the process.
  4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures. Obtain the CMM from the department's web site at:  
<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>
- (4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:

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

### **B Materials**

#### **B.1 Personnel**

- (1) Perform HMA pavement density (QC, QV) testing using a HTCP certified nuclear technician I, or a nuclear assistant certified technician (ACT-NUC) working under a certified technician.
- (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.

#### **B.2 Testing**

- (1) Conform to ASTM D2950 and CMM 8.15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter position. Perform each test for 4 minutes of nuclear gauge count time.

## **B.3 Equipment**

### **B.3.1 General**

- (1) Furnish nuclear gauges from the department's approved product list at <http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>.
- (2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.
- (3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:  
Materials Management Section  
3502 Kinsman Blvd.  
Madison, Wisconsin 53704  
Telephone: (608) 243-5998

### **B.3.2 Correlation of Nuclear Gauges**

#### **B.3.2.1 Correlation of QC and QV Nuclear Gauges**

- (1) Select a representative section of the compacted pavement prior to or on the first day of paving for the correlation process. The section does not have to be the same mix design.
- (2) Correlate the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the correlation on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.
- (3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft<sup>3</sup>. Measure and record the density on the 5 additional test sites for each gauge.
- (4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft<sup>3</sup> and repeat correlation process from B.3.2.1 (2).
- (5) Furnish one of the QC gauges passing the allowable correlation tolerances to perform density testing on the project.

#### **B.3.2.2 Correlation Monitoring**

- (1) After performing the gauge correlation specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project. Perform correlation monitoring of the QC, QV, and all back-up gauges at the project reference site.

- (2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.
- (3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft<sup>3</sup> of its reference value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge from the project if the 5-test average is not within 1.5 lb/ft<sup>3</sup> of its reference value established in B.3.2.2(2).
- (4) Maintain the reference site test data for each gauge at an agreed location.

## **B.4 Quality Control Testing and Documentation**

### **B.4.1 Lot and Sublot Requirements**

#### **B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances**

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.
- (3) A sublot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day's paving.
- (4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full sublot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate sublot for that partial quantity.
- (5) Randomly select test locations for each sublot as specified in CMM 8.15 prior to paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests prior to opening the roadway to traffic.
- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

Lane Width	No. of Tests	Transverse Location
5 ft or less	1	Random
Greater than 5 ft to 9 ft	2	Random within 2 equal widths
Greater than 9 ft	3	Random within 3 equal widths

**Table 1**

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

- (1) A lot represents a combination of the total daily tonnage for each layer and target density.
- (2) Each side road, crossover, turn lane, ramp, and roundabout must contain at least one subplot for each layer.
- (3) If a side road, crossover, turn lane, or ramp is 1500 feet or longer, determine sublots and random test locations as specified in B.4.1.1.
- (4) If a side road, crossover, turn lane, or ramp is less than 1500 feet long, determine sublots using a maximum of 750 tons per subplot and perform the number of random tests as specified in Table 2.

Side Roads, Turn Lanes, Crossovers, Ramps, Roundabouts: Sublot/Layer tonnage	Minimum Number of Tests Required
25 to 100 tons	1
101 to 250 tons	3
251 to 500 tons	5
501 to 750 tons	7

**Table 2**

#### **B.4.2 Pavement Density Determination**

##### **B.4.2.1 Mainline Traffic Lanes and Appurtenances**

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

##### **B.4.2.2 Mainline Shoulders**

###### **B.4.2.2.1 Width Greater Than 5 Feet**

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

#### **B.4.2.2.2 Width of 5 Feet or Less**

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

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

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

#### **B.4.2.4 Documentation**

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

#### **B.4.3 Corrective Action**

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

## **B.5 Department Testing**

### **B.5.1 Verification Testing**

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within  $1.0 \text{ lb/ft}^3$  of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than  $1.0 \text{ lb/ft}^3$  each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within  $1.0 \text{ lb/ft}^3$ , use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than  $1.0 \text{ lb/ft}^3$  after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

### **B.5.2 Independent Assurance Testing**

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

## **B.6 Dispute Resolution**

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge correlation according to B.3.2.1.

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

## **B.7 Acceptance**

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

## **C (Vacant)**

## **D (Vacant)**

## **E Payment**

### **E.1 QMP Testing**

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

### **E.2 Disincentive for HMA Pavement Density**

- (1) The department will administer density disincentives according to standard spec 460.5.2.2.

### **E.3 Incentive for HMA Pavement Density**

- (1) Delete standard spec 460.5.2.3.
- (2) If the lot density is greater than the minimum specified in standard spec table 460-3 and all individual air voids test results for that mixture are within +1.0 percent or -0.5 percent of the design target in standard spec table 460-2, the department will adjust pay for that lot as follows:

<b>Percent Lot Density Above Minimum</b>	<b>Pay Adjustment Per Ton</b>
From -0.4 to 1.0 inclusive	\$0
From 1.1 to 1.8 inclusive	\$0.40
More than 1.8	\$0.80

- (3) The department will adjust pay under the Incentive Density HMA Pavement bid item. Adjustment under this item is not limited, either up or down, to the bid amount shown on the schedule of items.



- (4) If a traffic lane meets the requirements for disincentive, the department will not pay incentive on the integrally paved shoulder.
  - (5) Submit density results to the department electronically using the MRS software. The department will validate all contractor data before determining pay adjustments.
- 460-020 (20100709)

## **22. Concrete Sidewalk.**

Perform this work in accordance to the requirements of standard spec 601 as well as the requirements regarding sidewalk closures and required surfaces noted in the "Traffic" article under "Pedestrian Access".

## **23. Storm Sewer.**

Perform this work in accordance to the requirements of standard spec 608. If necessary for construction operations, install a temporary anti-backflow device on the existing storm sewer, then remove when work is completed. Costs for the anti-backflow device, its installation, and removal are included in the storm sewer pipe items.

## **24. Traffic Control.**

Perform this work in accordance to the requirements of standard spec 643, and as shown on the plans or as approved by the engineer, except as hereinafter modified.

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control detail as shown on the plans. Submit this plan 10 days prior to the preconstruction conference.

Provide 24 hours-a-day availability of equipment and forces to expeditiously restore lights, signs, or other traffic control devices that are damaged or disturbed. The cost to maintain and restore the above items shall be considered incidental to the item as bid and no additional payment will be made therefore.

Supply the name and telephone number of a local contact person for traffic control repair before starting work.

Have available at all times sufficient experienced personnel to promptly install, remove and reinstall the required traffic control devices to route traffic during the construction operations.

The turning of traffic control devices when not in use to obscure the message will not be allowed under this contract.

Obtain prior approval from the engineer for the location of egress and ingress for construction vehicles to prosecute the work.

Cover existing signs which conflict with traffic control as directed by the engineer.

Conduct operations in such a manner that causes the least interference and inconvenience to the free flow of vehicles on the roadways. This includes the following:

- a. Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way without approval of the engineer.
- b. All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.
- c. Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1000 feet. Activate the beam when merging into or exiting a live traffic lane.

Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer. Immediately repair or replace any damage done to the above during the construction operations at contractor expense.

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency,

## **25. Crack and Damage Survey, Item 999.1500.S.**

### **A Description**

This special provision describes conducting a crack and damage survey of the residence located at Parcel 36.

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

### **B (Vacant)**

### **C Construction**

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

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

ID \_\_\_\_\_  
Building Location \_\_\_\_\_  
View looking \_\_\_\_\_  
Date \_\_\_\_\_  
Photographer \_\_\_\_\_

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

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

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

#### **D Measurement**

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

#### **E Payment**

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

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

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

999-010 (20130615)

### **26. Inlets Special 2x3-FT Diameter, Item SPV.0060.01; Manholes Special 3-FT Diameter, Item SPV.0060.02; Manholes Special 6-FT Diameter, Item SPV.0060.03.**

#### **A Description**

This special provision describes the replacement of inlets and manholes.

#### **B Materials**

Furnish materials that are according to the pertinent requirements of standard specs 305 and 611.

**C Construction**

Replace inlets and manholes in accordance to the pertinent requirements of standard spec 611 and the construction details of the project plans.

**D Measurement**

The department will measure Inlets Special 2x3-FT Diameter, Manholes Special 3-FT Diameter, and Manholes Special 6-FT Diameter by each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Inlets Special 2x3-FT Diameter	Each
SPV.0060.02	Manholes Special 3-FT Diameter	Each
SPV.0060.03	Inlets Special 6-FT Diameter	Each

Payment is full compensation for providing all required materials, including masonry and fittings; for salvaging and reinstalling existing covers, including frames, grates or lids; for backfilling with base aggregate dense in the pavement areas and native material beyond the pavement areas; for disposing of surplus material; and for cleaning out and restoring the work site.

**27. Adjusting Manhole Covers, Special, Item SPV.0060.04.****A Description**

This special provision describes the adjustment of manhole covers.

**B Materials**

Furnish materials that are according to the pertinent requirements of standard specs 305 and 611.

**C Construction**

Adjust manhole covers in accordance to the pertinent requirements of standard spec 611 and the construction details of the project plans.

**D Measurement**

The department will measure Adjusting Manhole Covers, Special by each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Adjusting Manhole Covers, Special	Each

Payment is full compensation for providing all required materials, exclusive of frames and covers available and designated for adjusting; and for removing, reinstalling, and adjusting the covers; for furnishing all necessary excavation including removal of existing pavement and base, backfilling, base aggregate dense in pavement section, disposing of surplus material, and for cleaning out and restoring the work site.

## **28. Removing Valve and Pit, Item SPV.0060.05.**

### **A Description**

Remove existing valve and valve pit, including connections in accordance to the requirements of the plans and the Standard Specifications for Sewer and Water Construction in Wisconsin and as hereinafter provided.

Requests for copies of the "Standard Specifications" should be forwarded to:

Public Works Industry Improvement Program  
2835 N. Mayfair Road  
Milwaukee, WI 53222  
Phone: (414) 778-1050

Personal pick up of copies at the above address eliminates shipping costs.

### **B (Vacant)**

### **C Construction**

All trenches resulting from the removal of the valve and pit shall be backfilled in accordance to standard spec 204.3.1.2. Use only satisfactory soils for the backfill material.

Deliver the removed hydrants, valves and manhole castings to the City of Two Rivers Water Department.

### **D Measurement**

The department will measure Removing Valve and Pit as each individual single 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.0060.05	Removing Valve and Pit	Each

Payment is full compensation for furnishing all materials; for furnishing all excavations, for sheeting and shoring, forming foundations, for removal of existing valves, pits, and connections, for furnishing all bedding material; for backfilling and compaction, testing of backfill compaction, removing sheeting and shoring, for delivery of removed valves and manhole castings, cleanup, and restoring the site of the work.

## **29. Removing Sanitary Sewer Manhole, Item SPV.0060.06.**

### **A Description.**

Remove existing sanitary sewer manhole, including connections in accordance to the requirements of the plans and the Standard Specifications for Sewer and Water Construction in Wisconsin and as hereinafter provided.

### **B (Vacant)**

### **C Construction**

All trenches resulting from the removal of the sanitary sewer manhole shall be backfilled in accordance to standard spec 204.3.1.2. Use only satisfactory soils for the backfill material.

Deliver the manhole castings to the City of Two Rivers Street Department.

### **D Measurement**

The department will measure Removing Sanitary Manhole as each individual single unit, acceptably completed, including all attached parts and connections.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06	Removing Sanitary Sewer Manhole	Each

Payment is full compensation for furnishing all materials; for furnishing all excavations, for sheeting and shoring, forming foundations, for removal of existing sanitary manhole, and connections, for furnishing all bedding material; for backfilling and compaction, testing of backfill compaction, removing sheeting and shoring, for delivery of removed manhole castings, cleanup, and restoring the site of the work.

## **30. Removing Hydrant, Item SPV.0060.07.**

### **A Description.**

Removing existing hydrant and hydrant leads in accordance to the requirements of the plans and the Standard Specifications for Sewer and Water Construction in Wisconsin and as hereinafter provided.

### **B (Vacant)**

### **C Construction**

All trenches resulting from the removal of the hydrant and hydrant lead shall be backfilled in accordance to standard spec 204.3.1.2. Use only satisfactory soils for the backfill material.

### **D Measurement**

The department will measure Removing Hydrant as each individual unit, acceptably completed, including all parts and connections.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.07	Removing Hydrant	Each

Payment is full compensation for furnishing all materials; for furnishing all excavations, for sheeting and shoring, forming foundations, for removal of existing hydrant lead, valves and couplings, for furnishing all bedding material; for backfilling and compaction, testing of backfill compaction, removing sheeting and shoring, cleanup, and restoring the site of the work.

### **31. Valve and Box, 6-Inch, Item SPV.0060.08; Valve and Box, 8-Inch, Item SPV.0060.09; Valve and Box, 10-Inch, Item SPV.0060.10; Water Services Valve and Box, 1-Inch, Item SPV.0060.12.**

#### **A Description**

Furnish and install valve and valve box, (size), in accordance to the requirements of the plans and the Standard Specifications for Sewer and Water Construction in Wisconsin and as hereinafter provided.

#### **B Materials**

Furnish epoxy-lined resilient wedge gate valves conforming to the requirements of AWWA C509 with mechanical joints, cast iron body bronze-mounted with bronze non-rising stems, O-ring seals and open left, manufactured by Clow, Mueller, or approved equal. Furnish Mueller Ball Type B25209 water service Curb Stops with compression fitting. Furnish Tyler Model 6860 Size G, or approved equal Gate valve boxes. Valve box shall be 3 piece, screw type box with 5-1/4 in. shaft and no-tilt drop cover marked "water". Valve box length as required for depth shown on Drawings.

Install gate valve boxes upon the valve with the use of a gate valve adaptor as manufactured by Adaptor Inc. or approved equal. Install the adaptor in lieu of hardwood blocking, incidental to the valve and box installation. Furnish epoxy coated 1/4" steel and have 1/2" rubber gasket gate valve adaptors.

Furnish Curb stop boxes:

1. 1 inch size: Mueller H-10385 with Rod No. 84154, 6 feet-6 inch bury with 1-1/4 inch shaft.

#### **C Construction**

Place gate valves upon a solid concrete block, in true vertical position, in accordance to File No. 37 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

Contact property owners to coordinate service reconnection times.

Reconnect active water services only. CONTRACTOR to verify that service is active prior to connecting to new main. For all inactive water services remove curb stop box.

Provide transition connection fitting between ends of existing and new service lateral.

Curb Box Location:

1. Set curb boxes between curb and sidewalk, minimum of 3 feet behind back of proposed curb.
2. Set curb boxes at right-of-way line where sufficient room exists between back of sidewalk and right-of-way line when directed by engineer.

Place lateral where designated by engineer or owner and run straight and as perpendicular to street as possible from main to curb box.

#### **D Measurement**

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

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Valve and Box, 6-Inch	Each
SPV.0060.09	Valve and Box, 8-Inch	Each
SPV.0060.10	Valve and Box, 10-Inch	Each
SPV.0060.12	Water Services Valve and Box, 1-Inch	Each

Payment is full compensation for furnishing all materials; for furnishing all excavations, for sheeting and shoring, forming foundations, for making connections to all new or existing facilities; for removal of existing valves and couplings, for furnishing all bedding material; for backfilling and compaction, testing of backfill compaction, removing sheeting and shoring, cleanup, and restoring the site of the work.

### **32. Water Services 1-Inch Tap and Corporation, SPV.0060.11.**

#### **A Description.**

Furnish and install corporation stops (1-inch) to the requirements of the plans and the Standard Specifications for Sewer and Water Construction in Wisconsin and as hereinafter provided. The contractor will determine which laterals are active. The owner will make the final determination which services should be reconnected.



## **B Materials**

1. Corporation stops (sizes) shall be Mueller B-25008 compression fitting.
2. Corporation stops (2 inch) require saddles, Mueller, double stainless steel straps with tapered thread (DR 25 Series) or Smith Blair No. 317, or equivalent.

## **C Construction**

The contractor shall perform all live water main tapping.

## **D Measurement**

The department will measure Water Services 1-Inch Tap and Corporation as a single unit, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Water Services 1-Inch Tap and Corporation	Each

Payment is full compensation for furnishing all materials including corporation stops and saddle; for furnishing all excavations, for sheeting and shoring, forming foundations, for making connections to all new or existing facilities; for removal of existing valves and couplings, for furnishing all bedding material; for backfilling and compaction, testing of backfill compaction, removing sheeting and shoring, cleanup, and restoring the site of the work.

### **33. Sanitary Sewer Manhole Casting, Item SPV.0060.13.**

#### **A Description.**

Furnish and install sanitary sewer manhole castings and covers in accordance to the requirements of standard spec 611, and as hereinafter provided.

#### **B Materials**

Manhole castings and covers shall be Neenah R-1710, Type B lids with concealed pick holes and machined bearing surfaces.

#### **C Construction**

Install all castings in accordance to the requirements of standard spec 611.

#### **D Measurement**

The department will measure Sanitary Sewer Manhole Castings 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.0060.13	Sanitary Sewer Manhole Castings	Each

### **34. Hydrant, Item SPV.0060.14.**

#### **A Description**

This work shall consist of installing a hydrant, in accordance to the requirements of the plans and the Standard Specifications for Sewer and Water Construction in Wisconsin and as hereinafter provided.

#### **B Materials**

Hydrants will be "Waterous" Spec. W.B. 67 including Brass Seats.

Hydrants shall have traffic type break-off coupling on standpipe and rod.

Hydrants to have one 4-1/2 inch pump nozzle; two 2-1/2 inch hose nozzles with National Standards threads; one 1-1/2 inch pentagonal operating nut opening counterclockwise.

Hydrants to have o-ring packing.

Hydrants to be painted yellow.

Hydrant valves, Type FLX MJ RW to be directly attached to hydrants.

#### **C Construction**

Construct hydrants in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin and detail on drawings. Furnish hydrants with the drain holes plugged. Remove the plugs when directed by the engineer.

#### **D Measurement**

The department will measure Hydrant 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.0060.14	Hydrant	Each

Payment is full compensation for furnishing all materials; for furnishing all excavations, for sheeting and shoring, forming foundations, for making connections to all new facilities; for furnishing all bedding material; for furnishing drain rock, for backfilling and compaction, testing of backfill compaction, removing sheeting and shoring, cleanup, and restoring the site of the work.

### **35. Construction Staking, Sanitary Sewer, Item SPV.0060.15.**

#### **A Description.**

This work shall consist of providing construction staking for sanitary sewer construction.

#### **B (Vacant)**

#### **C Construction**

Conform to standard spec 650.3.1 and as specified below.

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate stakes to within .02 foot of the true horizontal position, and to establish the grade elevation to within .01 foot of the true vertical position. Set stakes along Sanitary Sewer Main at a maximum of 50 foot spacing.

#### **D Measurement**

The department will measure Construction Staking Sanitary Sewer 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.0060.15	Construction Staking Sanitary Sewer	Each

The department will not make final payment for any staking item until the contractor submits all survey notes and computations used to establish the required lines and grades to the engineer within 21 days of completing the contract work. The department will deduct from payments due the contractor for the additional costs specified in standard spec 105.6.

Payment is full compensation for locating and setting all construction stakes; for relocating and resetting damaged or missing construction stakes.

Payment for Construction Staking Sanitary Sewer also includes setting construction stakes as necessary for sanitary sewer main associated with each manhole, at maximum 50 foot spacing.

### **36. Existing Storm Sewer Locate, Item SPV.0060.16.**

#### **A Description**

Excavate to uncover existing storm sewer for the purpose of determining location and elevation, as shown on the plans or as directed by the engineer, and as hereinafter provided.

#### **B (Vacant)**

**C Construction**

Perform the excavation in such a manner that the storm sewer in question is not damaged, and the safety of the workers is not compromised.

Perform the existing storm sewer locate as soon as possible and at least one month in advance of the proposed storm sewer construction to allow any conflicts to be resolved with minimal disruption.

Obtain prior approval from, and coordinate with, the engineer for all storm sewer openings.

**D Measurement**

The department will measure Existing Storm Sewer Locate 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.0060.16	Existing Storm Sewer Locate	Each

Payment is full compensation for the excavation required to expose the utility line; backfilling with existing material from the excavation; compacting the backfill material and restoring the site.

**37. Pedestrian Crossing (W11-2) Solar Flashing LED, SPV.0060.17.****A Description**

This special provision describes the furnishing and installation of a pedestrian crossing sign (W11-2) with solar powered LED flashing lights in the border and the applicable sign post in accordance to standard specs 634 and 637, MUTCD Section 2A.07, as shown on the plans and as hereinafter provided.

**B Materials**

Furnish materials that are according to the pertinent requirements of standard specs 634 and 637 and MUTCD Section 2A.07.

Lighting shall be LED, white, luxeon 1 watt or equivalent, in the sign perimeter border, sealed, capable of being seen from a minimum of 1 mile away, with a flash rate of 50-60 times per minute and a bulb life expectancy of at least 100,000 hours.

Circuitry shall allow 24/7 continuous LED flash and include a minimum of a 2 year warranty.

Solar/Panel shall include a 20-30W solar cell with a minimum of a 10 year warranty.

DC battery minimum requirements include a 12v SLA battery with a 5 year minimum battery life.

**C Construction**

Install Pedestrian Crossing (W11-2), Solar Flashing LED in accordance to the pertinent requirements of standard specs 634 and 637, MUTCD Section 2A.07, the manufacturer's recommendations, and the construction details of the project plans.

**D Measurement**

The department will measure Pedestrian Crossing (W11-2) Solar Flashing LED by each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.17	Pedestrian Crossing (W11-2) Solar Flashing LED	Each

Payment is full compensation for furnishing and installing pedestrian sign, post, battery, and solar power; for disposal of surplus materials.

**38. Pull Box, Polymer Concrete, Traffic Signal 11x18-Inch, SPV.0060.18.**

**A Description**

This special provision describes furnishing and installing polymer concrete pull boxes for traffic signals.

**B Materials**

Furnish precast pull box and cover made with Quazite polymer concrete as manufactured by Hubbell Power Systems, Inc (PC Style), Highline Products (PHA Series), Oldcastle Precast, Inc. (H Series), or approved equal. Boxes and covers shall be Quazite polymer concrete, gray or other non-obtrusive color, comply with SCTE 77-2007 requirements, Tier 8 or higher design and shall sustain a minimum vertical test load of 12,000 lbs over a 10-inch square. All boxes shall be a minimum of 18-inches deep. Provide covers with two bolts and with the imprinted logo "Traffic Signal".

Furnish coarse graded aggregate in conformance with standard spec 501.2.5.4.

**C Construction**

Install pull box on a continuous layer of bricks on a minimum 12-inch thick coarse graded aggregate base. Install pull box flush with the sidewalk. Install conduit into the pull box through the open bottom of the pull box. Install end bells (UL listed for electrical use) on all nonmetallic conduit before installation of wire and/or cable.

**D Measurement**

The department will measure Pull Box Polymer Concrete Traffic Signal 11x18-Inch by each individual pull box, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.18	Pull Box Polymer Concrete Traffic Signal 11x18-Inch	Each

Payment is full compensation for providing and installing all materials necessary to completely install the pull box; for coarse aggregate; and for bricks.

**39. Mini Storm Sewer Cleanouts, Item SPV.0060.19.****A Description**

This special provision describes furnishing and installing mini storm sewer cleanouts, in accordance to the pertinent provisions of standard spec 612, as shown on the plan, and as hereinafter provided.

**B Materials**

Furnish pipe and fittings that meet the requirements for Type PSM Polyvinyl Chloride (PVC) Sewer Pipe (SDR 35) as set forth in ASTM Designation D-3034.

The dimensions of the pipe shall be in accordance to ASTM D-3034 (SDR rating 35). The wall thickness shall not be less than that specified except that isolated arc spanning no more than 15 degrees of the perimeter shall be not less than 95% of the specified minimum.

Each length of pipe and each fitting shall be marked as follows:

- a. Manufacture's name and trademark.
- b. Nominal pipe size.
- c. The PVC cell classification, e.g., 12454-B.
- d. The legend Type PSM PVC Sewer Pipe
- e. ASTM Designation D-3034

Pipe fittings shall be in accordance to all manufacturers' recommendations.

All pipe fittings shall be by one manufacturer, and shall have elastomeric joints conforming to the requirements of ASTM F-477 and D-3212. PVC gasketed sewer fittings shall conform to the requirements of ASTM F1336.

Storm sewer branches for use with Polyvinyl Chloride (PVC) pipe shall be saddle wyes molded or extruded of PVC with the same class and physical properties as the pipe.

Solvent weld joints shall conform to ASTM D2855.

Valve top cover/frame of cleanout shall be Neenah Foundry (R-1964-R), D & L Foundry and Supply (M-8044 and M-8060), NACIP, Inc. (NAVB-101), or approved equal.

**C Construction**

Install mini storm sewer cleanouts in accordance to the pertinent requirements set forth in standard spec 612.3.

Cleanouts placed in concrete sidewalk will be placed flush with the finished concrete surface. Cleanouts placed in landscaped areas shall be installed to prevent settlement of the top cover/frame and placed 4-inches below finished grade.

**D Measurement**

The department will measure Mini Storm Sewer Cleanouts by each individual unit, acceptably completed in place.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.19	Mini Storm Sewer Cleanouts	Each

Payment is full compensation for furnishing and installing, transporting, handling and placing all materials, including pipe, backfill, connections, fittings, frost sleeve and caps or plugs, valve top covers; for performing all excavation, compaction, proper disposal of surplus material and restoring the site of work.

**40. Street Sweeping, Item SPV.0075.01.****A Description**

This special provision describes removing small dirt and dust particles from the roadway using a street sweeper periodically during the project as directed by the engineer.

**B (Vacant)****C Construction**

Provide a self-contained mechanical or air conveyance street sweeper and dispose of the accumulated material.

**D Measurement**

The department will measure Street Sweeping by the hour that the street sweeper is on the project picking up and removing debris from the roadway, 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.0075.01	Street Sweeping	HRS

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

#### **41. Water Main Fittings, Item SPV.0085.01.**

##### **A Description**

Furnish and install ductile iron water main fittings of the size and type to the requirements of the plans and the Standard Specifications for Sewer and Water Construction in Wisconsin and as hereinafter provided.

##### **B Materials**

Water main ductile iron fittings shall conform to Chapter 8.22.0 of the Standard Specifications for Sewer and Water Construction in Wisconsin, except fittings shall be compact style in accordance to AWWA C153 and cement lined in accordance to AWWA C104. Fitting joints may be either push-on or mechanical, except that mechanical joint is required where restrained joints are used.

##### **C Construction**

Installation shall conform to the requirements in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin.

##### **D Measurement**

The department will measure Water Main Fittings on the per pound basis, acceptably completed. Fitting pay weight shall be based upon the ductile iron compact fitting body weight (excluding weight of retainers, gaskets, straps, etc.) as found in McWane Incorporated, Pipe Economy, copyright 1991, pages 40 through 46. Copies of the reference book can be obtained from a Clow product representative.

##### **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 for furnishing all materials; for furnishing all excavations, for sheeting and shoring, and making connections to all new or existing facilities; for furnishing all bedding material; for backfilling and compaction, testing of backfill compaction, removing sheeting and shoring, cleanup, and restoring the site of the work.

#### **42. Concrete Curb and Gutter 24-Inch Type D Tapered, Item SPV.0090.01.**

##### **A Description**

This special provision describes furnishing all materials and constructing concrete curb and gutter section as shown on the plans, in accordance to standard spec 601, and as hereinafter provided.

##### **B (Vacant)**

##### **C (Vacant)**



**D Measurement**

The department will measure Concrete Curb and Gutter 24-inch Type D Tapered by the linear foot acceptably completed in accordance to standard spec 601.4.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Concrete Curb and Gutter 24-Inch Type D Tapered	LF

Payment is full compensation in accordance to standard spec 601.5.

**43. Concrete Curb and Gutter 30-Inch Type D Special, Item SPV.0090.02.****A Description**

This special provision describes furnishing all materials and constructing concrete curb and gutter section as shown on the plans, in accordance to standard spec 601, and as hereinafter provided.

**B (Vacant)****C (Vacant)****D Measurement**

The department will measure Concrete Curb and Gutter 30-inch Type D Special by the linear foot, acceptably completed in accordance to standard spec 601.4.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Concrete Curb and Gutter 30-Inch Type D Special	LF

Payment is full compensation in accordance to standard spec 601.5. Payment also includes the removal of the existing asphalt and base, furnishing and installing base aggregate dense, backfilling behind the curb and gutter with native backfill and topsoil, fertilizing and sodding disturbed areas. Removal of the existing concrete curb and gutter will be paid under the Removing Curb and Gutter item. Saw cutting will be paid under the Sawing Asphalt item. Replacing the asphalt base will be paid under the Asphaltic Surface Patching item.

**44. Concrete Curb and Gutter 30-Inch Type D Tapered, Item SPV.0090.03.****A Description**

This special provision describes furnishing all materials and constructing concrete curb and gutter section as shown on the plans, in accordance to standard spec 601, and as hereinafter provided.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Concrete Curb and Gutter 30-inch Type D Tapered by the linear foot, acceptably completed, in accordance to standard spec 601.4

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Concrete Curb and Gutter 30-Inch Type D Tapered	LF

Payment is full compensation in accordance to standard spec 601.5.

**45. Removing Existing Water Main, Item SPV.0090.04.**

**A Description**

Remove the existing water mains under as shown on the plans or as directed by the City of Two Rivers and as hereinafter provided.

**B (Vacant)**

**C Construction**

Excavate as necessary to remove the pipeline. Backfill with native material and compact excavations to proposed grade.

**D Measurement**

The department will measure Removing Existing Water Main in length by the linear foot, acceptably completed, including all attached parts and connections, measured along the centerline of the pipe.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Removing Existing Water Main	LF

Payment is full compensation for furnishing all materials; for furnishing all excavations, for sheeting and shoring, for removal of existing water main and connections, for furnishing all bedding material; for backfilling and compaction, testing of backfill compaction, removing sheeting and shoring, cleanup, and restoring the site of the work.

**46. Hydrant Lead, 6-Inch, Item SPV.0090.05; Water Main, 4-Inch, Item SPV 00900.06; Water Main, 6-Inch, Item SPV.0090.07; Water Main, 8-Inch, SPV.0090.08; Water Main, 10-Inch, Item SPV.0090.09.**

**A Description**

This work shall consist of furnishing and installing water main, (size), to the requirements of the plans and the Standard Specifications for Sewer and Water Construction in Wisconsin and as hereinafter provided.

**B Materials**

Water main shall be AWWA C-900 PVC. Pipe joints shall be push-on or mechanical conforming to the requirements of AWWA C111. Gaskets shall be neoprene or other synthetic rubber. Joint restraints for shall be EBAA Iron, Inc. – “Megalug”, or equal. Underground pipe tracer wire is required and shall comply with Section 4.3.14 of "Standard Specifications" for all water main.

Pipe bedding and cover material shall consist of 3/4 inch crushed stone chips conforming to Section 8.43.2(a)2 of "Standard Specifications for Sewer and Water". Backfill trenches with native material and compact above 12 inches above the top of pipe, unless otherwise instructed by the engineer.

**C Construction**

Water main shall be laid to line and grade so that horizontal and vertical deflections do not exceed 50% of the maximum deflection as recommended by the manufacturer. Backfill with native material and compact excavations to proposed grade. Fittings shall be used where greater deflections are necessary. Valves shall be supported in vertical position on solid concrete blocks. Restrained joint pipe shall be provided for all direction changes. The contractor shall perform leakage and pressure testing in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin. Manipulation of existing valves shall only be done by the City of Two Rivers. Water main shut offs shall be scheduled and coordinated with the City of Two Rivers.

Place lateral where designated by the City of Two Rivers and run straight and as perpendicular to street as possible from main to curb box.

All water main testing shall be done according to the Standard Specifications for Sewer and Water Construction in Wisconsin. All testing shall be done prior to the placement of the crushed aggregate base course.

**D Measurement**

The department will measure Hydrant Lead 6-Inch and Water Main, (Size) by the linear foot in place and the quantity measured for payment shall be the number of linear feet, acceptably completed in accordance to the contract measured along the centerline of the pipe center of junctions and fittings.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	Hydrant Lead, 6-Inch	LF
SPV.0090.06	Water Main, 4-Inch	LF
SPV.0090.07	Water Main, 6-Inch	LF
SPV.0090.08	Water Main, 8-Inch	LF
SPV.0090.09	Water Main, 10-Inch	LF

Payment in full for furnishing all materials; for furnishing all excavations, for sheeting and shoring, forming foundations, laying pipe, and making connections to all new or existing facilities; for disinfection and testing, for furnishing all bedding material; for backfilling and compaction, testing of water main, testing of backfill compaction, removing sheeting and shoring, cleanup, and restoring the site of the work.

**47. Water Service, 1-Inch Copper, Item SPV.0090.10.****A Description**

This work shall consist of furnishing and installing water services to the requirements of the plans and the Standard Specifications for Sewer and Water Construction in Wisconsin and as hereinafter provided. The City of Two Rivers will determine which laterals are active and should be reconnected.

**B Materials**

Water service shall be copper tubing (size), Type K conforming to the requirements of ASTM B88.

**C Construction**

Water services shall be constructed in accordance to the plan details and the Standard Specifications for Sewer and Water Construction in Wisconsin.

Underground pipe tracer wire is required and shall comply with Section 4.3.14 of Standard Specifications for Sewer and Water Construction in Wisconsin, except tracer wire shall extend up the water service curb box and terminate with two feet of wire wrapped around the top of curb box just below cap.

**D Measurement**

Water Service, (Size) Copper will be measured by the linear foot in place and the quantity measured for payment shall be the number of linear feet completed and accepted in accordance to the contract measured along the centerline of the tubing. 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.0090.10	Water Service, 1-Inch Copper	LF

Payment in full for furnishing all materials including copper tubing, for furnishing all excavations, for sheeting and shoring, forming foundations, laying pipe and tapping the water main, and making connections to all new or existing facilities; for abandonment of existing water services, for furnishing all bedding material; for backfilling and compaction, testing of backfill compaction, removing sheeting and shoring, cleanup, and restoring the site of the work.

#### **48. Sanitary Lateral, 6-Inch, Item SPV.0090.11.**

##### **A Description**

This work shall consist of furnishing and installing sanitary sewer laterals (6 inch) to the requirements of the plans and the Standard Specifications for Sewer and Water Construction in Wisconsin and as hereinafter provided. Contractor shall determine which laterals are active for reconnection.

##### **B Materials**

Sanitary sewer laterals shall be 6-inch diameter polyvinyl chloride pipe conforming to the requirements of ASTM D2241, SDR-21.

Connections at the sanitary sewer main shall be constructed using coring and "Inserta-Tees, or approved equal.

Adaptors shall be provided for transitions to other types of pipe

Pipe bedding and cover material shall consist of three fourth (3/4) inch crushed stone chips conforming to Section 8.43.2(a)2 of "Standard Specifications for Sewer and Water". Backfill trenches with native material and compact above 12 inches above the top of pipe, unless otherwise instructed by the engineer. Underground pipe tracer wire is required and shall comply with Section 4.3.14 of "Standard Specifications" for Sewer and Water Construction in Wisconsin.

##### **C Construction**

Sanitary sewers shall be constructed in accordance to the plan details and the Standard Specifications for Sewer and Water Construction in Wisconsin.

Place lateral where designated by the City of Two Rivers and run straight and as perpendicular to Street and as close as possible to water service from main to connection with existing lateral.

##### **D Measurement**

The department will measure Sanitary Lateral 6-Inch by the linear foot, acceptably completed in place, and the quantity measured for payment shall be measured along the centerline of the pipe.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.11	Sanitary Lateral, 6-Inch	LF

Payment is full for furnishing all materials including the riser sections, fittings, wyes, or tees; for furnishing all excavations, for sheeting and shoring, forming foundations, laying pipe, and making connections to all new or existing facilities; for removal of existing sewers, for furnishing all bedding material; for backfilling and compaction, testing of backfill compaction, removing sheeting and shoring, cleanup, and restoring the site of the work.

## **49. Sanitary Sewer, 8-Inch, Item SPV.0090.12; Sanitary Sewer, 10-Inch, Item SPV.0090.13; Sanitary Sewer, 12-Inch, Item SPV.0090.14; Sanitary Sewer, 18-inch, Item SPV.0090.15; Sanitary Sewer, 24-Inch, Item SPV.0090.16.**

### **A. Description**

This work shall consist of furnishing and installing sanitary sewer, (size), to the requirements of the plans and the Standard Specifications for Sewer and Water Construction in Wisconsin and as hereinafter provided.

### **B Materials**

Sanitary sewers shall be polyvinyl chloride pipe conforming to the requirements of ASTM D3034, SDR-26 with rubber gasket type joints.

Pipe bedding and cover material shall consist of 3/4 inch crushed stone chips conforming to Section 8.43.2(a)2 of "Standard Specifications for Sewer and Water".

### **C Construction**

Sanitary sewers shall be constructed in accordance to the plans and the Standard Specifications for Sewer and Water Construction in Wisconsin. Deflection testing shall be in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin.

The contractor shall use a water stop gasket or water plug mortar for all connections to existing manholes.

All sanitary sewer testing shall be done according to the Standard Specifications for Sewer and Water Construction in Wisconsin. All testing shall be done prior to the placement of the crushed aggregate base course.

Televising of sanitary sewer will be required under this contract. The cost of televising shall be included in the price of sanitary sewer. Televising procedures shall provide color picture, good lighting, audio comments on CD, or other approved digital format, footage counter on tape, the camera shall be stopped at each defect and service branch for a short period of time. A report shall be provided to the city and all defects shall be indicated in

report. The report shall list the distances from manhole to manhole and manhole to service or defects. A CD, or other digital format, of the televising of the sanitary sewer shall be provided to the city. A copy of the paper reports shall also be provided to the city.

If after televising the sanitary sewers there appears to be a problem, the contractor will be required to correct the problem at the contractor's expense. If televising shows construction debris in the sewers, the contractor will be required to clean all the sewers. The contractor will be responsible for all costs associated with the cleaning. All televising shall be done prior to the placement of crushed aggregate base course.

#### **D Measurement**

The department will measure Sanitary Sewer, (size) by the linear foot, acceptably completed in place, and the quantity measured for payment shall be measured along the centerline of the pipe, center to center of manholes. The length to be paid for shall include the construction into and through manholes.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.12	Sanitary Sewer, 8-Inch	LF
SPV.0090.13	Sanitary Sewer, 10-Inch	LF
SPV.0090.14	Sanitary Sewer, 12-Inch	LF
SPV.0090.15	Sanitary Sewer, 18-Inch	LF
SPV.0090.16	Sanitary Sewer, 24-Inch	LF

Payment is full for furnishing all materials; for furnishing all excavations, for sheeting and shoring, forming foundations, laying pipe, and making connections to all new or existing facilities; for water stop gasket or water plug materials where connecting to existing manholes, for furnishing all bedding material; for furnishing all by-pass pumping and monitoring, for removal of existing sewers for backfilling and compaction, testing of sewers, televising of sewers, testing of backfill compaction, removing sheeting and shoring, cleanup, and restoring the site of the work.

### **50. Concrete Curb and Gutter 30-Inch HES Type A, Item SPV.0090.17.**

#### **A Description**

This special provision describes constructing concrete curb and gutter HES with reinforcement. The work under this item shall be in accordance to the requirements of standard spec 601 for concrete curb and gutter.

#### **B Materials**

Furnish materials conforming to standard spec 601.2 with the exception of providing Nine-bag HES cement during night-time work hours to allow for new curb and gutter to be opened to traffic before the peak travel periods.

### **C Construction**

All construction methods shall conform to standard spec 601.3. Construction of Concrete Curb and Gutter HES 30-Inch Type A shall occur between the hours of 9:00 PM and 5:00 AM.

### **D Measurement**

The department will measure Concrete Curb and Gutter 30-Inch HES Type A 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.0090.17	Concrete Curb and Gutter 30-Inch HES Type A	LF

Payment is full compensation for furnishing all foundation excavation and preparation; all special construction required at driveway and alley entrances, or curb ramps; for providing all materials, including concrete, expansion joints; for placing, finishing, protecting, and curing; for sawing joints; and for disposing of surplus excavation material, and restoring the work site. Payment also includes providing tie bars in unhardened concrete.

## **51. Mini Storm Sewer 6-Inch, Item SPV.0090.18; Mini Storm Sewer Lateral 4-Inch, Item SPV.0090.19; Storm Sewer Lateral 4-Inch, Item SPV.0090.20.**

### **A Description**

Perform this work in accordance to the pertinent requirements of standard spec 607 and 612, the Standard Specifications for Sewer and Water Construction in Wisconsin, the requirements regarding sidewalk closures and required surfaces noted in the "Traffic" article under "Pedestrian Access" and the details shown on the plans.

### **B Materials**

Furnish pipe and fittings that meet the requirements for Type PSM Polyvinyl Chloride (PVC) Sewer Pipe (SDR 35) as set forth in ASTM Designation D-3034.

The dimensions of the pipe shall be in accordance to ASTM D-3034 (SDR rating 35). The wall thickness shall not be less than that specified except that isolated arc spanning no more than 15 degrees of the perimeter shall be not less than 95% of the specified minimum.

Each length of pipe and each fitting shall be marked as follows:

- Manufacture's name and trademark.
- Nominal pipe size.
- The PVC cell classification, e.g., 12454-B.
- The legend Type PSM PVC Sewer Pipe
- ASTM Designation D-3034



Pipe fittings shall be in accordance to all manufacturers' recommendations.

All pipe fittings shall be by one manufacturer, and shall have elastomeric joints conforming to the requirements of ASTM F-477 and D-3212. PVC gasketed sewer fittings shall conform to the requirements of ASTM F1336.

Flexible water tight connectors intended for connecting PVC mini storm sewer and laterals which are compression fit to cored precast reinforced concrete pipe. The connector shall conform to the requirements of ASTM C923. Alternative watertight seals (Inserta-Tee, Kor-N,tee, ProFlo or equal) may be approved by the engineer on a case by case basis.

Furnish and install 0.75-inch rebar 2 feet long to mark locations of mini storm sewer and lateral stubs and connections.

Storm sewer branches for use with Polyvinyl Chloride (PVC) pipe shall be saddle wyes molded or extruded of PVC with the same class and physical properties as the pipe.

Solvent weld joints shall conform to ASTM D2855.

Furnish and install tracer wire along the length of all mini storm sewer and laterals; tracer wire shall be solid copper, 12 AWG, 600 volt, type TW magnetic detectable conductor wire with a brightly colored plastic covering, white for storm sewer.

Furnish polystyrene insulation board that conforms to the requirements for Extruded Insulation Board, AASHTO Designation M230, except as hereinafter revised.

Delete flammability requirement.

### **B.1 Certification**

Before installation of pipe, fittings, or insulation, obtain from the manufacturer a certification indicating compliance and furnish it to the engineer.

### **C Construction**

Construct mini storm sewer and laterals as shown on the plans in accordance to the pertinent requirements of standard specs 607 and 612, the Standard Specifications for Sewer and Water Construction in Wisconsin, and the requirements regarding sidewalk closures and required surfaces noted in the "Traffic" article under "Pedestrian Access". Construction operations shall proceed such that cutting and patching of the existing sidewalk to provide the required surface shall be kept to a minimum.

Mini storm sewer connecting more than two houses shall be laid with a minimum slope of 1.0 percent. Mini storm sewer laterals and storm sewer laterals will be laid at a minimum slope of 0.5 percent unless otherwise approved by the engineer. At locations where laterals are not connected to an existing lateral, the lateral shall have a minimum depth of cover at

the right-of-way line of 3 feet. 90 degree bends will not be allowed when laying mini storm sewer or laterals to achieve proper elevation.

Install a 24" wide piece of 2" thick polystyrene insulation board 6" above the top of the pipe. Insulation board shall be installed on a smooth, uniformly graded and compacted surface, and then backfill added.

Mini storm sewer and storm sewer lateral connections to concrete storm sewer main and inlets are incidental to this item of work.

Locate wire shall be placed along the entire length of pipe. The locate wire shall be taped along the top of pipe in a minimum of 10-foot intervals. All splices for tracer wire shall meet the requirements the Standard Specifications for Sewer and Water Construction in Wisconsin.

All laterals will be capped at locations shown on the plan or directed by the engineer.

Mark locations of all mini storm sewer and lateral stubs with a rebar set 4 inches below the finished grade.

#### **D Measurement**

The department will measure Mini Storm Sewer 6-Inch, Mini Storm Sewer Lateral, 4-Inch, and Storm Sewer Lateral 4-Inch, in length by the linear foot, acceptably completed in place, and the quantity measured for payment shall be the horizontal distance measured along the centerline of the pipe from the inside edge of the inlet or manhole to the upstream end at the right-of-way line or from the mainline storm sewer pipe to the upstream end at the right-of-way line.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.18	Mini Storm Sewer 6-Inch	LF
SPV.0090.19	Mini Storm Sewer Lateral 4-Inch	LF
SPV.0090.20	Storm Sewer Lateral 4-Inch	LF

Payment is full compensation for furnishing all material including elbows, connections; fittings; caps; coring the storm sewer and inlets or manholes; providing and installing watertight connectors; for laying pipe and insulation; for connecting to inlets, manholes, or storm sewer main; for providing and installing locate wire; for backfilling; for furnishing bedding and granular backfill material; for rebar for marking end points; for cutting concrete sidewalk and parching with asphalt surface, and disposing of all excess material.

## **52. Concrete Pavement Joint Layout, Item SPV.0105.01.**

### **A Description**

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

### **B (Vacant)**

### **C Construction**

Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete to prevent uncontrolled cracking. Submit a joint layout design to the engineer before paving each intersection. Mark the location of all concrete joints in the field. Follow the plan details for joints in concrete making adjustments as required to fit field conditions.

### **D Measurement**

The department will measure Concrete Pavement Joint Layout as a single lump sum unit of work for all joint layout designs and marking acceptably completed under the contract.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Concrete Pavement Joint Layout	LS

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

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

## **53. Construction Staking Water Main, Item SPV.0105.02.**

### **A Description**

This special provision describes the survey required to layout and construct all water main work included in this contract, including but not limited to water main, valves, water manholes, fittings, and hydrants.

### **B (Vacant)**

### **C Construction**

Perform the work in accordance to section 3.2.1 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, and as specified below.

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate stakes to within 0.02 feet of the true horizontal position, and to establish the grade elevation to within 0.01 feet of the true vertical position.

**D Measurement**

The department will measure Construction Staking Water Main as a single lump sum unit of work, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.02	Construction Staking Water Main	LS

Payment is full compensation for performing all survey work required to layout and construct all water main work under this contract; for relocating and resetting damaged or missing construction stakes.

**54. Seismograph Urban, Item SPV.0105.03.****A Description**

This special provision describes furnishing a seismograph(s) for an urban environment and employing trained operators to monitor building vibration, and submittal of all required documentation.

**B Material**

Use seismographs that are in accordance to SPS 307.43, and are continuous strip recorders supplied with all the accessories necessary for making seismographic observations.

**C Construction**

Monitoring procedures shall be in accordance to SPS 307.44 and as follows: Take seismograph readings prior to construction activities to establish an ambient index. Place a seismograph to monitor a 10 minute sample period per location per major construction activity per day and as directed by the engineer. At a minimum utilize one seismograph. If more than one major construction activity per day is taking place, multiple seismographs may be required. Place the seismograph on a stable surface within 3 feet of the building nearest to the construction operation.

If construction activities generate ground vibration in excess of the Peak Particle Velocity Limits as shown in SPS 307.44, stop the construction operation in progress and implement alternate construction methods to produce results within the allowable Peak Particle Velocity Limits.

Provide to the engineer continuous strip output and a report describing baseline readings and analysis of monitoring results.

**D Measurement**

The department will measure Seismograph Urban as a single lump sum unit of work, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.03	Seismograph Urban	LS

Payment is full compensation for furnishing and operating a seismograph(s), any operator(s), producing reports, and for furnishing all other incidentals necessary to complete the work.

**55. Water for Seeded Areas, Item SPV.0120.01.****A Description**

This special provision describes furnishing, hauling and applying water to seeded areas as directed by the engineer, and as hereinafter provided.

**B Materials**

When watering seeded areas, use clean water, free of impurities or substances that might injure the seed.

**C Construction**

If rainfall is not sufficient, keep all seeded areas thoroughly moist by watering or sprinkling. Water for 30 days after seed placement or as the engineer directs. Apply water in a manner to preclude washing or erosion. The topsoil shall not be left un-watered for more than 3 days during this 30-day period unless the engineer determines that it is excessively wet and does not require watering. The equivalent of one inch of rainfall per week shall be considered the minimum.

**D Measurement**

The department will measure Water for Seeded Areas by volume by the thousand gallon units (MGAL), acceptably completed. The department will determine volume by engineer-approved meters or from tanks of known capacity.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0120.01	Water for Seeded Areas	MGAL

Payment is full compensation for furnishing, hauling, and applying the water.

**56. Concrete Sidewalk 4-Inch Special, SPV.0165.01.****A Description**

This special provision describes furnishing all materials and constructing concrete sidewalk as shown on the plans, in accordance to standard spec 602, and as hereinafter provided.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Concrete Sidewalk 4-Inch Special by the square foot, acceptably completed, in accordance to standard spec 602.4

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Concrete Sidewalk 4-Inch Special	SF

Payment is full compensation in accordance to standard spec 602.5. Payment also includes the excavation for forms, base aggregate dense to repair the existing damaged base, backfilling adjacent to the sidewalk with native backfill and topsoil, fertilizing and sodding disturbed areas. Removal of the existing concrete sidewalk will be paid under the Removing Concrete Sidewalk item. Saw cutting will be paid under the Sawing Concrete item.

**57. Insulation, 2-Inch, Item SPV.0165.02.**

**A Description**

This special provision describes furnishing and placing polystyrene insulation board for sanitary sewer and water facilities as shown on the plans and as hereinafter provided.

**B Materials**

Provide polystyrene insulation board that conforms to the requirements for Extruded Insulation Board, AASHTO Designation M230, except as hereinafter revised.

Delete flammability requirement.

**B.1 Certification**

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

**C (Vacant)**

Install in the areas shown in the plans.

**D Measurement**

The department will measure Insulation 2-Inch by area in square foot 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.0165.02	Insulation 2-Inch	SF

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

**58. Concrete Joint Sealing, Item SPV.0180.01.****A Description**

This special provision describes furnishing and installing joint sealer for concrete pavement as shown on the plans, and as hereinafter provided.

**B Materials**

Hot-poured elastic type joint sealer shall meet the requirements of the Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements Concrete Joint Sealer, Hot-Poured Elastic Type, ASTM Designation: D6690.

**C Construction**

Place joint sealer as shown on the plans and in accordance to the manufacturer's instructions. All longitudinal, transverse, and construction joints shall be sealed prior to allowing any traffic on the pavement.

**D Measurement**

The department will measure Concrete Joint Sealing by the square yard of pavement sealed and 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.0180.01	Concrete Joint Sealing	SY

Payment is full compensation for providing all materials, and for placing materials.

**59. Concrete Pavement HES 7-Inch, SPV.0180.02.****A Description**

This special provision describes furnishing all materials and constructing concrete pavement using HES materials as shown on the plans, in accordance to standard spec 415, and as hereinafter provided.

**B Materials**

Furnish high early strength concrete in accordance to standard spec 415.2.

**C (Vacant)**

**D Measurement**

The department will measure Concrete Pavement 7-Inch by the square yard acceptably completed in accordance to standard spec 415.4

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Concrete Pavement HES 7-Inch	SY

Payment is full compensation in accordance to standard spec 415.5.

**60. Sanitary Manhole 48-Inch, Item SPV.0200.01; Sanitary Manhole 60-Inch, Item SPV.0200.02.**

**A Description**

This work shall consist of furnishing and installing sanitary sewer manholes to the requirements of the plans and the Standard Specifications for Sewer and Water Construction in Wisconsin and as hereinafter provided.

**B Materials**

Manholes shall be pre-cast concrete. Sanitary manholes shall be provided with cast-in boots or seals meeting the physical requirements of ASTM C443 and the performance requirements of both ASTM C425 and ASTM C443. Sanitary manhole benches shall extend to the crown of the outgoing pipe. Eccentric manhole cones shall be used.

Sanitary manholes of 48", and 60", diameter shall have joints sealed using a ribbed rubber gasket cast and anchored in the full inside depth of the bell riser and cone section or approved equal; and they shall be installed using Key-Lock Lift Inserts, manufactured by A-Lok or approved equal in lieu of lift holes.

**C Construction**

Sanitary sewer manholes shall be constructed in accordance to the plan details and the Standard Specifications for Sewer and Water Construction in Wisconsin.

Adjusting rings shall be backplastered with cement mortar and an exterior bituminous waterproof coating.

The manhole castings shall be sealed to the adjusting rings with bituminous sealing material.

**D Measurement**

The department will measure Sanitary Manhole (Size) by the vertical foot in place, 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.0200.01	Sanitary Manhole 48-Inch	
SPV.0200.01	Sanitary Manhole 60-Inch	VF

Payment in full compensation for furnishing all materials including all masonry, outside drop construction, sewer connections, boots, backplastering, waterproofing, steps, and other fittings; for furnishing all excavations, for furnishing all bypassing and monitoring, for sheeting and shoring, forming foundations, and making connections to all new or existing facilities; for removal of existing manholes, for furnishing all bedding material; for backfilling and compaction, testing of backfill compaction, removing sheeting and shoring, cleanup, and restoring the site of the work.

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

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

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

***I. BASIC CONCEPTS***

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

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

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

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   2   (number) TrANS Graduate(s) be utilized on this contract.

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

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

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

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

## ***I. RATIONALE AND SPECIAL NOTE***

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

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

## ***II. IMPLEMENTATION***

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

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

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

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

#### **IV. TRANS TRAINING**

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

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

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

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

#### **V. APPRENTICESHIP TRAINING**

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

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

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

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

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

### ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

#### 1. Description

##### General

- a. The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. The department's DBE goal is shown on the cover of the bidding proposal. The contractor can meet the specified contract DBE goal by procuring services or materials from a DBE or by subcontracting work to a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
- b. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
  - i. Produce accurate and complete quotes.
  - ii. Understand highway plans applicable to their work.
  - iii. Understand specifications and contract requirements applicable to their work.
  - iv. Understand contracting reporting requirements.
- c. The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- d. For information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:

<http://www.dot.wisconsin.gov/business/engrserv/dbe-main.htm>

#### 2. Definitions

- a. Interpret these terms, used throughout this additional special provision, as follows:
  - i. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
  - ii. **DBE:** A disadvantaged business enterprise (DBE) certified as a DBE by the department and included on the department's list of certified DBE's who are determined to be ready, willing and able.
  - iii. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
  - iv. **Discretionary Goal:** A contractor assigned DBE goal, typically abbreviated as "Disc" on the cover of the Highway Work Proposal, which is enforced as committed.
  - v. **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.
  - vi. **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.
  - vii. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

#### 3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal, including projects with discretionary goals. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized

comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

#### **4. Department's DBE Evaluation Process**

##### **a. Documentation Submittal**

Within 10 business days after the notification of contract award, the contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506] and all necessary attachment A forms, as well as, Good Faith Waiver Form [DT1202] and supporting documentation as necessary. If the contractor fails to furnish the required forms within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

##### **i. Bidder Meets DBE Goal**

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage achieved. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

##### **ii. Bidder Does Not Meet DBE Goal**

- (1) If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Waiver Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith waiver request.
- (2) The department will review the bidder's good faith waiver request and notify the bidder of one of the following:
  - a. If the department grants a good faith waiver, the bid is eligible for contract execution with respect to DBE commitment.
  - b. If the department rejects the good faith waiver request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith waiver request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

#### **5. Department's Criteria for Good Faith Effort**

The Code of Federal Regulations {CFR}, 49 CFR Part 26-Appendix A, is the guiding regulation concerning good faith efforts. However, the federal regulations do not define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own process when making a determination of good faith.

- a. The department will only grant a good faith waiver if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith waiver will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- b. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.
- c. Prime Contractors should:
  - i. Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT-approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
  - ii. Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, **as required by federal rules**. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
    - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
    - (2) SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
      - a. Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
      - b. Solicit quotes at least 10 calendar days prior to the letting date {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
    - (3) Second solicitation should take place within 5 days
      - a. An email solicitation is highly recommended for this second solicitation
    - (4) 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.
    - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
    - (6) 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. Copy of the DBE quotes
      - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.
- d. Evaluate DBE quotes as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
  - i. Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its



- capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.
- ii. In striving to meet a DBE conscious contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
  - iii. **Special Circumstance:** Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
    - (1) Compare bid items common to both quotes, noting the reasonableness in the price comparison.
    - (2) 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.
- e. After notification of contract award, submit '**Commitment to Subcontract**' form within the time period specified in the contract.
    - i. Provide the following information along with department form DT1202:
      - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact. A printed copy of SBN solicitation is acceptable.
      - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
      - (3) Photocopies or electronic copies of all written solicitations to DBE's.
      - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
      - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.
  - f. The department's DBE Support Services Office is available by phone, email or in writing to request assistance in meeting the DBE goal:

DBE Support Services Office  
6150 Fond du Lac Ave.  
Milwaukee, WI 53218  
Phone: 414-438-4583 / 608-266-6961  
Fax: 414-438-5392  
E-mail: [DOTDBESupportServices@dot.wi.gov](mailto:DOTDBESupportServices@dot.wi.gov)

## 6. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so

requested. Failure to appeal within 7 calendar days after receiving the department's written notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.

- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 7 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

## **7. Department's Criteria for DBE Participation**

### **Department's DBE List**

- a. The department maintains a DBE list on the department's website at <http://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-266-6961.

## **8. Counting DBE Participation**

### **Assessing DBE Work**

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine the DBE's ability to perform the work with the use of the UCP directory.

## **9. Commercially Useful Function**

- a. The department counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- b. A DBE is performing a commercially useful function if the following conditions are met:
- c. For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
- d. For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

**10. Trucking**

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at

<http://www.dot.wisconsin.gov/business/engrserv/docs/dbe-trucking-notice.pdf>

**11. Manufacturers and Suppliers**

The department counts material and supplies a DBE provides under the contract. The department will give full credit toward the DBE goal if the DBE is a manufacturer of those materials or supplies. The department will give 60 percent credit toward the DBE goal if the DBE is merely a supplier of those materials or supplies. It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

**12. DBE Prime**

If the prime contractor is a DBE, the department will only count the work the contractor performs with its own forces, the work DBE subcontractors perform, and the work DBE suppliers or manufacturers perform.

**13. Joint Venture**

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

**14. 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. On every other project that the mentor protégé team identifies itself on.
- c. For no more than one half of the total contracted DBE goal on any WisDOT project.

**15. DBE Replacement**

In the event a Prime Contractor needs to replace a DBE firm originally listed on the approved DBE Commitment Form DT1506, the Prime Contractor must comply with the department's DBE Replacement Policy located on the DBE page on the following web site:

<http://www.dot.wisconsin.gov/business/engrserv/docs/policyreplacingdbe.pdf>

**16. Changes to the approved DBE Commitment Form DT1506**

If there are any changes to the approved Commitment to Subcontract to DBE Form DT1506, the prime contractor must submit a revised DBE Commitment Form DT1506 and relevant attachment A(s) to the DBE Programs Office within 5 business days.

**17. Contract Modifications**

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

**18. Payment**

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

**APPENDIX A**  
**Sample Contractor Solicitation Letter Page 1**  
*This sample is provided as a guide not a requirement*

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GFW SAMPLE MEMORANDUM

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**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

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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 alternative's 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](mailto:Joe@joetheplumber.com)  
Fax: (000) 123- 4657

## Sample Contractor Solicitation Letter Page 2

*This sample is provided as a guide not a requirement*

### REQUEST FOR QUOTATION

Prime's Name: \_\_\_\_\_

Letting Date: \_\_\_\_\_

Project ID: \_\_\_\_\_

**Please check all that apply**

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

**Prime Contractor's Contact Person**

Phone: _____
Fax: _____
Email: _____
_____

**DBE Contractor Contact Person**

Phone: _____
Fax: _____
Email: _____
_____

**Please circle the jobs and items you will be quoting below**

Proposal No.	1	2	3	4	5	6	7
County							

**WORK DESCRIPTION:**

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

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

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

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

## **APPENDIX B BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT**

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

### **Primes**

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

### **DBE**

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

## APPENDIX C

### Types of Efforts considered in determining GFE

*This list represents concepts being assessed; analysis requires additional steps*

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

**APPENDIX D**  
**Good Faith Effort Evaluation Guidance**  
*Excerpt from Appendix A of 49 CFR Part 26*

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

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



- D.
    - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
    - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
  - E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
  - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

## Appendix E

### Small Business Network [SBN] Overview

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

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

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

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

## **ADDITIONAL SPECIAL PROVISION 4**

### **Payment to First-Tier Subcontractors**

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

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

### **Payment to Lower-Tier Subcontractors**

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

### **Release of Routine Retainage**

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

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

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

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

**ADDITIONAL SPECIAL PROVISION 6****ASP 6 - Modifications to the standard specifications**

*Make the following revisions to the 2014 edition of the standard specifications:*

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**101.3 Definitions**

*Replace the definition of semi-final estimate with the following effective with the December 2013 letting:*

**Semi-final estimate** An estimate indicating the engineer has measured and reported all contract quantities and materials requirements.

---

**105.11.1 Partial Acceptance**

*Replace paragraph two with the following effective with the December 2013 letting:*

- (2) Partial acceptance will relieve the contractor of maintenance responsibility for the designated portion of the work. By relieving the contractor of maintenance, the department does not relieve the contractor of responsibility for defective work or damages caused by the contractor's operations. Do not construe partial acceptance to be conditional final acceptance or final acceptance of any part of the project, or a waiver of any legal rights specified under 107.16.
- 

**105.11.2 Final Acceptance**

*Retitle and replace the entire text with the following effective with the December 2013 letting:*

**105.11.2 Project Acceptance****105.11.2.1 Inspection****105.11.2.1.1 General**

- (1) Notify the engineer when the project is substantially complete as defined in 105.11.2.1.3. As soon as it is practical, the engineer will inspect the work and categorize it as one of the following:
  1. Unacceptable or not complete.
  2. Substantially complete.
  3. Complete.

**105.11.2.1.2 Unacceptable or Not Complete**

- (1) The engineer will identify, in writing, work that is unacceptable or not complete. Immediately correct or complete that work. The engineer will assess contract time until the work is corrected or completed.
- (2) Proceed as specified in 105.11.2.1.1 until the engineer determines that the work is complete.

**105.11.2.1.3 Substantially Complete**

- (1) The project is substantially complete and the engineer will no longer assess contract time if the contractor has completed all contract bid items and change order work, except for the punch-list. As applicable, the following must have occurred:
  1. All lanes of traffic are open on a finished surface.
  2. All signage and traffic control devices are in place and operating.
  3. All drainage, erosion control, excavation, and embankments are completed.
  4. All safety appurtenances are completed.
- (2) The engineer will provide a written punch-list enumerating work the contractor must perform and documents the contractor must submit before the the engineer will categorize the work as complete.
  1. Punch-list work includes uncompleted cleanup work required under 104.9 and minor corrective work. Immediately correct or complete the punch-list work. The engineer may restart contract time if the contractor does not complete the punch-list work within 5 business days after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 5-day requirement.
  2. Punch-list documents include whatever contract required documentation is missing. The engineer may restart contract time if the contractor does not submit the punch-list documents within 15 business days after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 15-day requirement.

- (3) Proceed as specified in 105.11.2.1.1 until the work is complete.

**105.11.2.1.4 Complete**

- (1) The project is complete when the contractor has completed all contract bid items, change order work, and punch-list work including the submission of all missing documentation.

**105.11.2.2 Conditional Final Acceptance**

- (1) When the engineer determines that the project is complete, the engineer will give the contractor written notice of conditional final acceptance relieving the contractor of maintenance responsibility for the completed work.

**105.11.2.3 Final Acceptance**

- (1) The engineer will grant final acceptance of the project after determining that all contract is work complete; all contract, materials, and payroll records are reviewed and approved; and the semi-final estimate quantities are final under 109.7.
- (2) Failure to discover defective work or materials before final acceptance does not prevent the department from rejecting that work or those materials later. The department may revoke final acceptance if the department discovers defective work or materials after it has accepted the work.
- 

**105.13.3 Submission of Claim**

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Submit the claim to the project engineer as promptly as possible following the submission of the Notice of Claim, but not later than final acceptance of the project as specified in 105.11.2.3. If the contractor does not submit the claim before final acceptance of the project, the department will deny the claim.
- 

**107.17.3 Railroad Insurance Requirements**

Replace paragraph one with the following effective with the December 2013 letting:

- (1) If required by the special provisions, provide or arrange for a subcontractor to provide railroad protective liability insurance in addition to the types and limits of insurance required in 107.26. Keep railroad protective liability insurance coverage in force until completing all work, under or incidental to the contract, on the railroad right of way or premises of the railroad and until the engineer determines that the work is complete as specified in 105.11.2.1.4.

**107.26 Standard Insurance Requirements**

*Replace paragraph one with the following effective with the December 2013 letting:*

- (1) Maintain the following types and limits of commercial insurance in force until the engineer determines that the work is complete as specified in 105.11.2.1.4.

**TABLE 107-1 REQUIRED INSURANCE AND MINIMUM COVERAGES**

TYPE OF INSURANCE	MINIMUM LIMITS REQUIRED <sup>[1]</sup>
1. Commercial general liability insurance endorsed to include blanket contractual liability coverage. <sup>[2]</sup>	\$2 million combined single limits per occurrence with an annual aggregate limit of not less than \$4 million.
2. Workers' compensation.	Statutory limits
3. Employers' liability insurance.	Bodily injury by accident: \$100,000 each accident Bodily injury by disease: \$500,000 each accident \$100,000 each employee
4. Commercial automobile liability insurance covering all contractor-owned, non-owned, and hired vehicles used in carrying out the contract. <sup>[2]</sup>	\$1 million-combined single limits per occurrence.

<sup>[1]</sup> The contractor may satisfy these requirements with primary insurance coverage or with excess/umbrella policies.

<sup>[2]</sup> The Wisconsin Department of Transportation, its officers, agents, and employees shall be named as an additional insured under the general liability and automobile liability insurance.

**108.14 Terminating the Contractor's Responsibility**

*Replace paragraph one with the following effective with the December 2013 letting:*

- (1) The contractor's responsibilities are terminated, except as set forth in the contract bond and specified in 107.16, when the department grants final acceptance as specified in 105.11.2.3.

**109.2 Scope of Payment**

*Replace paragraph two with the following effective with the December 2013 letting:*

- (2) The department will pay for the quantity of work acceptably completed and measured for payment as the measurement subsection for each bid item specifies. Within the contract provide means to furnish and install the work complete and in-place. Payment is full compensation for everything required to perform the work under the applicable bid items including, but not limited to, the work elements listed in the payment subsection. Payment also includes all of the following not specifically excluded in that payment subsection:
1. Furnishing and installing all materials as well as furnishing the labor, tools, supplies, equipment, and incidentals necessary to perform the work.
  2. All losses or damages, except as specified in 107.14, arising from one or more of the following:
    - The nature of the work.
    - The action of the elements.
    - Unforeseen difficulties encountered during prosecution of the work.
  3. All insurance costs, expenses, and risks connected with the prosecution of the work.
  4. All expenses incurred because of an engineer-ordered suspension, except as specified in 104.2.2.3.
  5. All infringements of patents, trademarks, or copyrights.
  6. All other expenses incurred to complete and protect the work under the contract.

**109.6.1 General**

Replace paragraphs three and four with the following effective with the December 2013 letting:

- (3) The department's payment of an estimate before conditional final acceptance of the work does not constitute the department's acceptance of the work, and does not relieve the contractor of responsibility for:
    1. Protecting, repairing, correcting, or renewing the work.
    2. Replacing all defects in the construction or in the materials used in the construction of the work under the contract, or responsibility for damage attributable to these defects.
  - (4) The contractor is responsible for all defects or damage that the engineer may discover on or before the engineer's conditional final acceptance of the work. The engineer is the sole judge of these defects or damage, and the contractor is liable to the department for not correcting all defects or damage.
- 

**109.7 Acceptance and Final Payment**

Replace paragraphs one and two with the following effective with the December 2013 letting:

- (1) After the engineer grants conditional final acceptance of the work as specified in 105.11.2.2 and reviews required document submittals and materials test reports, the engineer will issue the semi-final estimate.
  - (2) Within 30 calendar days after receiving the semi-final estimate, submit to the engineer a written statement of agreement or disagreement with the semi-final estimate. For an acceptable statement of disagreement, submit an item-by-item list with reasons for each disagreement. If the contractor does not submit this written statement within those 30 days, the engineer will process the final estimate for payment. The engineer and the contractor can mutually agree to extend this 30-day submission requirement.
- 

**450.3.3 Maintaining the Work**

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Protect and repair the prepared foundation, tack coat, base, paved traffic lanes, shoulders, and seal coat. Correct all rich or bleeding areas, breaks, raveled spots, or other nonconforming areas in the paved surface.
- 

**455.3.2.5 Maintaining Tack Coat**

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Protect and repair the existing surface and the tack coat. Correct areas with excess or deficient tack material and any breaks, raveled spots, or other areas where bond might be affected.
- 

**520.3.8 Protection After Laying**

Delete the entire subsection.

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**614.2.1 General**

Replace paragraphs five and six with the following effective with the December 2013 letting:

- (5) Furnish zinc coated wire rope and fitting conforming to the plans and galvanized according to ASTM A741.
- (6) Before installation store galvanized components above ground level and away from surface run off. The department may reject material if the zinc coating is physically damaged or oxidized.
- (7) Provide manufacturer's drawings, and installation and maintenance instructions when providing proprietary systems.



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**614.2.3 Steel Rail and Fittings**

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Furnish galvanized steel rail conforming to AASHTO M180 class A, type II beam using the single-spot test coating requirements. Furnish plates, anchor plates, post mounting brackets, and other structural steel components conforming to 506.2.2.1 and hot-dip galvanized according to ASTM A123.

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**614.2.7 Crash Cushions**

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Furnish permanent and temporary crash cushions from the department's approved products list. Use cushions as wide or wider than the plan back-width. Furnish transitions conforming to the crash cushion manufacturer's design and specifications. Submit manufacturer crash cushion and transition design details to engineer before installing.

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**616.3.1 General**

Replace paragraph six with the following effective with the December 2013 letting:

- (6) Remove and dispose of all excess excavation and surplus materials from the fence site.

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**618.3.3 Restoration**

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Upon termination of hauling operations and before conditional final acceptance, restore all haul roads, including drainage facilities and other components, to the equivalent of pre-hauling conditions.

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**627.3.1 General**

Replace paragraph four with the following effective with the December 2013 letting:

- (4) Maintain the mulched areas and repair all areas damaged by wind, erosion, traffic, fire or other causes.

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**637.3.2.1 General**

Delete paragraph three effective with the December 2013 letting.

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**670.3.4.2 Post-Construction Work**

Replace paragraph one with the following effective with the December 2013 letting:

- (1) Submit 5 copies of ITS documentation including but not limited to the following:
  - Operator's manual: for contractor furnished equipment, submit a manual containing detailed operating instructions for each different type or model of equipment and or operation performed.
  - Maintenance procedures manuals: for contractor furnished equipment, submit a manual containing detailed preventive and corrective maintenance procedures for each type or model of equipment furnished.
  - Cabinet fiber optic wiring diagram: submit a cabinet wiring diagram, identified by location for each cabinet. Include both electrical wiring and fiber optic conductor and cable connections. Place one copy of the fiber optic wiring diagram in a weatherproof holder in the cabinet. Deliver the other copies to the engineer.
  - As-built drawings: submit final as-built drawings that detail the final placement of all conduit, cabling, equipment, and geometric modifications within the contract. Provide all documentation in an electronic format adhering to the region's ITS computer aided drafting standards and according to the department's as-built requirements. The department will review the as-built drawings for content and electronic format. Modify both the content and format of as-built drawings until meeting all requirements.
  - Equipment inventory list: submit an inventory list including serial number, make, model, date installed, and location installed of all equipment installed under the contract.

## Errata

*Make the following corrections to the 2013 edition of the standard specifications:*

### 415.3.14 Protecting Concrete

*Correct errata by referencing the opening to service specification.*

- (1) Erect and maintain suitable barricades and, if necessary, provide personnel to keep traffic off the newly constructed pavement until it is opened for service as specified in 415.3.15. Conform to 104.6 for methods of handling and facilitating traffic.

### 501.2.9 Concrete Curing Materials

*Correct errata by changing AASHTO M171 to ASTM C171.*

- (2) Furnish sheeting conforming to ASTM C171 for white opaque polyethylene film, except that the contractor may use clear or black polyethylene for cold weather protection.

### 607.2 Materials

*Correct errata by changing AASHTO M198 to ASTM C990.*

- (1) Use materials conforming to the requirements for the class of material named and specified below.
 

Composite pipe, couplings, fittings and joint materials .....	ASTM D2680
Annular rubber and plastic gaskets for flexible, watertight joints .....	ASTM C990
External rubber gaskets, mastic, and protective film.....	ASTM C877
Mortar .....	519.2.3

### 637.2.1.3 Sheet Aluminum

*Correct errata by changing ASTM B449 to B921 and eliminating the specification for coating thickness.*

- (4) Degrease, etch, and coat the sign blank on both sides with a chromate treatment conforming to ASTM B921, class 2.

### 637.3.3.4 Performance

*Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.*

- (1) Under 105.11.2.3 the department may revoke acceptance and direct the contractor to repair or replace previously accepted sign installations if the department subsequently discovers evidence of defective materials or improper installation. Deficiencies that warrant department action include but are not limited to the following:
  - Sign posts more than five degrees out of plumb.
  - Signs twisted by more than 5 degrees from plan orientation.
  - Signs with delaminated or warped plywood.
  - Signs with bubbling, fading, delaminating, or buckling sheeting.

### 646.3.3.4 Proving Period

*Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.*

- (4) Replace all marking within sections with a percent failing more than 10% and repair or replace all markings that, in the engineer's assessment, show evidence of improper construction. If post-acceptance inspections uncover evidence of defective materials or improper construction, the department may revoke acceptance under 105.11.2.3.

**ADDITIONAL SPECIAL PROVISION 7**

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



**ADDITIONAL SPECIAL PROVISION 9**  
**Electronic Certified Payroll Submittal**

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

<http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm>

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

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Tess Mulrooney at 608-267-4489 to schedule the training.

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

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator send several sample electronic files to Tess two months before a payroll needs to be submitted. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at:

<http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/crc-basic-info.pdf>

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

### ATTACHMENTS

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

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor



will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.



**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade:**

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

**APRIL 2013**

**ADDITIONAL FEDERAL-AID PROVISIONS**

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**APRIL 2013**

### **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 2-28.4 to ensure compliance with this "Buy America" provision.

<http://roadwaystandards.dot.wi.gov/standards/cmm/cm-02-28.pdf#cm2-28.4>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://roadwaystandards.dot.wi.gov/standards/forms/ws4567.doc>

**Effective with September 2004 Letting**

**WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS**

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

**I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES**

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

## **II. PAYROLL REQUIREMENTS**

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

## **III. POSTINGS AT THE SITE OF THE WORK**

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

## **IV. WAGE RATE REDISTRIBUTION**

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

## **V. ADDITIONAL CLASSIFICATIONS**

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe



benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**ANNUAL PREVAILING WAGE RATE DETERMINATION  
FOR ALL STATE HIGHWAY PROJECTS  
MANITOWOC COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development  
for the Department of Transportation  
Pursuant to s. 103.50, Stats.  
Issued on September 1, 2013

**CLASSIFICATION:** Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

**OVERTIME:** Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; the day before if January 1, July 4 or December 25 falls on a Saturday; the day following if January 1, July 4 or December 25 falls on a Sunday.

**FUTURE INCREASE:** If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

**PREMIUM PAY:** If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.

**SUBJOURNEY:** Wage rates may be available for some of the classifications indicated below. Any employer that desires to use any subjourney classification on a project MUST request the applicable wage rate from the Department of Workforce Development PRIOR to the date such classification is used on such project. Form ERD-10880 is available for this purpose and can be obtained by writing to the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	35.58	19.20	54.78
Carpenter	30.16	15.31	45.47
Cement Finisher	31.52	16.60	48.12
Future Increase(s): Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	30.45	16.46	46.91
Fence Erector	28.00	4.50	32.50
Ironworker	28.03	21.97	50.00
Line Constructor (Electrical)	31.29	15.34	46.63
Painter	23.62	9.07	32.69
Pavement Marking Operator	24.10	17.46	41.56
Piledriver	30.66	15.31	45.97
Roofer or Waterproofer	20.93	6.88	27.81
Teledata Technician or Installer	21.26	11.75	33.01
Tuckpointer, Caulker or Cleaner	30.76	16.42	47.18
Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	33.35	14.21	47.56
Light Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.09	50.59
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.90	33.65

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
<b>TRUCK DRIVERS</b>			
Single Axle or Two Axle	33.22	18.90	52.12
Three or More Axle	23.31	17.13	40.44
Future Increase(s): Add \$1.85/hr on 6/1/2013. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Articulated, Euclid, Dumptor, Off Road Material Hauler	27.77	19.90	47.67
Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .			
Pavement Marking Vehicle	23.99	14.70	38.69
Shadow or Pilot Vehicle	33.22	18.90	52.12
Truck Mechanic	22.50	16.19	38.69
<b>LABORERS</b>			
General Laborer	28.07	13.90	41.97
Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	15.50	0.46	15.96
Landscaper	28.07	13.90	41.97
Future Increase(s): Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Flagperson or Traffic Control Person	24.70	13.90	38.60
Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
Railroad Track Laborer	23.41	15.14	38.55

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
<b>HEAVY EQUIPMENT OPERATORS</b>			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	35.22	19.90	55.12
Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .	34.72	19.90	54.62
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	34.22	19.90	54.12

<b><u>TRADE OR OCCUPATION</u></b>	<b><u>HOURLY BASIC RATE OF PAY</u></b>	<b><u>HOURLY FRINGE BENEFITS</u></b>	<b><u>TOTAL</u></b>
	<b><u>\$</u></b>	<b><u>\$</u></b>	<b><u>\$</u></b>
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .			
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.	33.96	19.90	53.86
Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .			
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oilier; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	33.67	19.90	53.57
Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: <a href="http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm">http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm</a> .			
Fiber Optic Cable Equipment.	25.74	15.85	41.59
Work Performed on the Great Lakes Including Diver; Wet Tender or Hydraulic Dredge Engineer.	37.45	19.45	56.90
Work Performed on the Great Lakes Including 70 Ton & Over Tug Operator; Assistant Hydraulic Dredge Engineer; Crane or Backhoe Operator; Hydraulic Dredge Leverman or Diver's Tender; Mechanic or Welder.	37.45	19.45	56.90
Work Performed on the Great Lakes Including Deck Equipment Operator or Machineryman (Maintains Cranes Over 50 Tons or Backhoes 115,000 Lbs. or More); Tug, Launch or Loader, Dozer or Like Equipment When Operated on a Barge, Breakwater Wall, Slip, Dock or Scow, Deck Machinery.	27.75	19.15	46.90
Work Performed on the Great Lakes Including Deck Equipment Operator, Machineryman or Fireman (Operates 4 Units or More or Maintains Cranes 50 Tons or Under or Backhoes 115,000 Lbs. or Under); Deck Hand, Deck Engineer or Assistant Tug Operator; Off Road Trucks-Great Lakes ONLY.	27.75	19.15	46.90

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI130010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: September 27, 2013

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$29.04	14.53			
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	29.14	14.53			
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	29.19	14.53			
Group 4: Line and Grade Specialist .....	29.39	14.53			
Group 5: Blaster and Powderman .....	29.24	14.53			
Group 6: Flagperson; Traffic Control .....	25.67	14.53			
			Truck Drivers:		
			1 & 2 Axles .....	23.82	18.32
			Three or More Axles; Euclids, Dumptr & Articulated, Truck Mechanic .....	23.97	18.32

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	30.77	16.62
Carpenter .....	30.48	15.80
Millwright .....	32.11	15.80
Piledriverman .....	30.98	15.80
Ironworker .....	28.72	23.47
Cement Mason/Concrete Finisher .....	31.52	16.30
Electrician .....	See Page 3	
Line Construction		
Lineman .....	38.25	18.00
Heavy Equipment Operator .....	34.43	16.71
Equipment Operator .....	30.60	15.41
Heavy Groundman Driver .....	26.78	14.11
Light Groundman Driver .....	24.86	13.45
Groundsman .....	21.04	12.16
Painters .....	23.37	11.52
Well Drilling:		
Well Driller .....	16.52	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0, dated January 4, 2013; Modification #1 dated February 1, 2013; Modification #2 dated June 7, 2013; Modification #3 dated July 19, 2013; Modification #4 dated August 23, 2013; Modification #5 dated September 13, 2013; Modification #6 dated September 27, 2013.

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI130010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: September 27, 2013

<u>POWER EQUIPMENT OPERATORS CLASSIFICATION:</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>	<u>POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>
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 .....	\$36.72	\$20.10	(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 and A-frames; post driver; material hoist operator. ....	\$35.72	\$20.10
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 jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer. ....	\$36.22	\$20.10	Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner. ....	\$35.46	\$20.10
Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor			Group 5: Air compressor; power pack; vibratory 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 helper. ....	\$35.17	\$20.10
			Group 6: Off - road material hauler with or without ejector.....	\$29.27	\$20.10
			Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI130010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: September 27, 2013

LABORERS CLASSIFICATION:

Rates

Benefits

			Area 4 -	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.
Electricians				
Area 1 .....	\$28.40	16.676		
Area 2:				
Electricians.....	29.13	17.92	Area 5 -	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES
Area 3:				
Electrical contracts under \$130,000 .....	26.24	16.85		
Electrical contracts over \$130,000 .....	29.41	16.97		
Area 4: .....	28.10	17.24	Area 6 -	KENOSHA COUNTY
Area 5 .....	28.61	16.60		
Area 6 .....	35.25	19.30	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 8				
Electricians.....	30.60	24.95% + 10.33	Area 9 -	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & 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
Area 9:				
Electricians.....	32.94	18.71	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 10 .....	28.97	19.55	Area 11 -	DOUGLAS COUNTY
Area 11 .....	31.91	23.60	Area 12 -	RACINE (except Burlington township) COUNTY
Area 12 .....	32.87	19.23	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Area 13 .....	32.82	22.51	Area 14 -	Statewide.
Teledata System Installer			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
Area 14				
Installer/Technician .....	21.89	11.83		
Sound & Communications				
Area 15				
Installer .....	16.47	14.84		
Technician .....	24.75	16.04		
Area 1 -	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 & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.			
Area 2 -	ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES			
Area 3 -	FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)			



**FEBRUARY 1999**

**NOTICE TO BIDDERS  
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.



## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210018PROJECT(S):  
4337-11-71  
4337-11-72  
4337-11-73FEDERAL ID(S):  
WISC 2013519  
N/A  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

## SECTION 0001 CONTRACT ITEMS

0010	201.0105 CLEARING	4.000				
		STA	.		.	
0020	201.0205 GRUBBING	4.000				
		STA	.		.	
0030	203.0100 REMOVING SMALL PIPE CULVERTS	2.000				
		EACH	.		.	
0040	204.0110 REMOVING ASPHALTIC SURFACE	260.000				
		SY	.		.	
0050	204.0115 REMOVING ASPHALTIC SURFACE BUTT JOINTS	145.000				
		SY	.		.	
0060	204.0120 REMOVING ASPHALTIC SURFACE MILLING	13,800.000				
		SY	.		.	
0070	204.0150 REMOVING CURB & GUTTER	2,620.000				
		LF	.		.	
0080	204.0155 REMOVING CONCRETE SIDEWALK	2,610.000				
		SY	.		.	
0090	204.0170 REMOVING FENCE	50.000				
		LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0100	204.0210 REMOVING MANHOLES	9.000 EACH	.		.	
0110	204.0220 REMOVING INLETS	18.000 EACH	.		.	
0120	204.0245 REMOVING STORM SEWER (SIZE) 01. 10-INCH	339.000 LF	.		.	
0130	204.0245 REMOVING STORM SEWER (SIZE) 02. 12-INCH	607.000 LF	.		.	
0140	204.0245 REMOVING STORM SEWER (SIZE) 03. 15-INCH	320.000 LF	.		.	
0150	204.0245 REMOVING STORM SEWER (SIZE) 04. 18-INCH	18.000 LF	.		.	
0160	204.0245 REMOVING STORM SEWER (SIZE) 05. 21-INCH	6.000 LF	.		.	
0170	204.0245 REMOVING STORM SEWER (SIZE) 06. 36-INCH	45.000 LF	.		.	
0180	204.9060.S REMOVING (ITEM DESCRIPTION) 01. REMOVING PULL BOX	1.000 EACH	.		.	
0190	205.0100 EXCAVATION COMMON	3,440.000 CY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0200	211.0100 PREPARE FOUNDATION FOR ASPHALTIC PAVING (PROJECT) 01. 4337-11-72	LUMP	LUMP			.
0210	213.0100 FINISHING ROADWAY (PROJECT) 01. 4337-11-71	1.000 EACH	.		.	
0220	213.0100 FINISHING ROADWAY (PROJECT) 02. 4337-11-72	1.000 EACH	.		.	
0230	305.0110 BASE AGGREGATE DENSE 3/4-INCH	350.000 TON	.		.	
0240	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	3,400.000 TON	.		.	
0250	311.0110 BREAKER RUN	700.000 TON	.		.	
0260	315.0200 ASPHALTIC BASE WIDENING	60.000 TON	.		.	
0270	320.0125 CONCRETE BASE 6-INCH	160.000 SY	.		.	
0280	405.0100 COLORING CONCRETE RED 01. TWO RIVERS VICTORIAN	72.000 CY	.		.	
0290	415.0070 CONCRETE PAVEMENT 7-INCH	5,025.000 SY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0300	415.0210 CONCRETE PAVEMENT GAPS	5.000 EACH	.		.	
0310	416.0160 CONCRETE DRIVEWAY 6-INCH	880.000 SY	.		.	
0320	416.0260 CONCRETE DRIVEWAY HES 6-INCH	80.000 SY	.		.	
0330	416.0620 DRILLED DOWEL BARS	110.000 EACH	.		.	
0340	440.4410.S INCENTIVE IRI RIDE	3,750.000 DOL	1.00000		3750.00	
0350	455.0105 ASPHALTIC MATERIAL PG58-28	104.000 TON	.		.	
0360	455.0605 TACK COAT	390.000 GAL	.		.	
0370	460.1101 HMA PAVEMENT TYPE E-1	1,830.000 TON	.		.	
0380	460.2000 INCENTIVE DENSITY HMA PAVEMENT	2,300.000 DOL	1.00000		2300.00	
0390	460.4110.S REHEATING HMA PAVEMENT LONGITUDINAL JOINTS	3,697.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0400	465.0110 ASPHALTIC SURFACE PATCHING	10.000 TON	.		.	
0410	465.0120 ASPHALTIC SURFACE DRIVEWAYS AND FIELD ENTRANCES	37.000 TON	.		.	
0420	520.8000 CONCRETE COLLARS FOR PIPE	14.000 EACH	.		.	
0430	522.0118 CULVERT PIPE REINFORCED CONCRETE CLASS III 18-INCH	52.000 LF	.		.	
0440	522.0124 CULVERT PIPE REINFORCED CONCRETE CLASS III 24-INCH	60.000 LF	.		.	
0450	522.1018 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 18-INCH	2.000 EACH	.		.	
0460	522.1024 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE 24-INCH	2.000 EACH	.		.	
0470	601.0409 CONCRETE CURB & GUTTER 30-INCH TYPE A	2,450.000 LF	.		.	
0480	601.0600 CONCRETE CURB PEDESTRIAN	95.000 LF	.		.	
0490	602.0405 CONCRETE SIDEWALK 4-INCH	11,910.000 SF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0500	602.0415 CONCRETE SIDEWALK 6-INCH	1,050.000 SF	.		.	
0510	602.0515 CURB RAMP DETECTABLE WARNING FIELD NATURAL PATINA	192.000 SF	.		.	
0520	602.1500 CONCRETE STEPS	106.000 SF	.		.	
0530	606.0200 RIPRAP MEDIUM	7.000 CY	.		.	
0540	608.0312 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH	673.000 LF	.		.	
0550	608.0318 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 18-INCH	18.000 LF	.		.	
0560	608.0321 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 21-INCH	6.000 LF	.		.	
0570	608.0324 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 24-INCH	731.000 LF	.		.	
0580	608.0442 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 42-INCH	52.000 LF	.		.	
0590	611.0530 MANHOLE COVERS TYPE J	9.000 EACH	.		.	



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			DOLLARS	CTS	DOLLARS	CTS
0600	611.0639 INLET COVERS TYPE H-S	24.000 EACH	.		.	
0610	611.2003 MANHOLES 3-FT DIAMETER	3.000 EACH	.		.	
0620	611.2005 MANHOLES 5-FT DIAMETER	5.000 EACH	.		.	
0630	611.2006 MANHOLES 6-FT DIAMETER	2.000 EACH	.		.	
0640	611.2008 MANHOLES 8-FT DIAMETER	1.000 EACH	.		.	
0650	611.3230 INLETS 2X3-FT	22.000 EACH	.		.	
0660	611.8115 ADJUSTING INLET COVERS	6.000 EACH	.		.	
0670	619.1000 MOBILIZATION	1.000 EACH	.		.	
0680	625.0100 TOPSOIL	2,100.000 SY	.		.	
0690	627.0200 MULCHING	200.000 SY	.		.	
0700	628.1504 SILT FENCE	300.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0710	628.1520 SILT FENCE MAINTENANCE	300.000 LF	.		.	
0720	628.1905 MOBILIZATIONS EROSION CONTROL	8.000 EACH	.		.	
0730	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	8.000 EACH	.		.	
0740	628.2008 EROSION MAT URBAN CLASS I TYPE B	100.000 SY	.		.	
0750	628.7005 INLET PROTECTION TYPE A	37.000 EACH	.		.	
0760	628.7015 INLET PROTECTION TYPE C	44.000 EACH	.		.	
0770	628.7555 CULVERT PIPE CHECKS	10.000 EACH	.		.	
0780	628.7560 TRACKING PADS	2.000 EACH	.		.	
0790	629.0210 FERTILIZER TYPE B	1.500 CWT	.		.	
0800	630.0140 SEEDING MIXTURE NO. 40	20.000 LB	.		.	
0810	631.0300 SOD WATER	12.000 MGAL	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0820	631.1000 SOD LAWN	1,900.000				
		SY	.		.	
0830	633.5200 MARKERS CULVERT END	4.000				
		EACH	.		.	
0840	634.0614 POSTS WOOD 4X6-INCH X 14-FT	12.000				
		EACH	.		.	
0850	634.0616 POSTS WOOD 4X6-INCH X 16-FT	35.000				
		EACH	.		.	
0860	634.0618 POSTS WOOD 4X6-INCH X 18-FT	3.000				
		EACH	.		.	
0870	637.2210 SIGNS TYPE II REFLECTIVE H	229.980				
		SF	.		.	
0880	637.2230 SIGNS TYPE II REFLECTIVE F	66.750				
		SF	.		.	
0890	638.2102 MOVING SIGNS TYPE II	2.000				
		EACH	.		.	
0900	638.2602 REMOVING SIGNS TYPE II	61.000				
		EACH	.		.	
0910	638.3000 REMOVING SMALL SIGN SUPPORTS	45.000				
		EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0920	638.4000 MOVING SMALL SIGN SUPPORTS	1.000 EACH	.		.	
0930	641.8100 OVERHEAD SIGN SUPPORT (STRUCTURE) 01. S-36-38	LUMP	LUMP		.	
0940	642.5201 FIELD OFFICE TYPE C	1.000 EACH	.		.	
0950	643.0100 TRAFFIC CONTROL (PROJECT) 01. 4337-11-71	1.000 EACH	.		.	
0960	643.0100 TRAFFIC CONTROL (PROJECT) 01. 4337-11-72	1.000 EACH	.		.	
0970	643.0300 TRAFFIC CONTROL DRUMS	8,500.000 DAY	.		.	
0980	643.0420 TRAFFIC CONTROL BARRICADES TYPE III	12,580.000 DAY	.		.	
0990	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A	16,150.000 DAY	.		.	
1000	643.0900 TRAFFIC CONTROL SIGNS	12,070.000 DAY	.		.	
1010	643.0920 TRAFFIC CONTROL COVERING SIGNS TYPE II	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1020	643.1050 TRAFFIC CONTROL SIGNS PCMS	14.000 DAY	.		.	
1030	643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 01. 4337-11-71	1.000 EACH	.		.	
1040	643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 02. 4337-11-72	1.000 EACH	.		.	
1050	643.3000 TRAFFIC CONTROL DETOUR SIGNS	15,300.000 DAY	.		.	
1060	645.0120 GEOTEXTILE FABRIC TYPE HR	20.000 SY	.		.	
1070	646.0106 PAVEMENT MARKING EPOXY 4-INCH	7,105.000 LF	.		.	
1080	646.0126 PAVEMENT MARKING EPOXY 8-INCH	115.000 LF	.		.	
1090	647.0166 PAVEMENT MARKING ARROWS EPOXY TYPE 2	2.000 EACH	.		.	
1100	647.0356 PAVEMENT MARKING WORDS EPOXY	1.000 EACH	.		.	
1110	647.0566 PAVEMENT MARKING STOP LINE EPOXY 18-INCH	125.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1120	647.0766 PAVEMENT MARKING CROSSWALK EPOXY 6-INCH	835.000 LF	.		.	
1130	648.0100 LOCATING NO-PASSING ZONES	0.700 MI	.		.	
1140	649.0801 TEMPORARY PAVEMENT MARKING REMOVABLE TAPE 8-INCH	60.000 LF	.		.	
1150	649.1200 TEMPORARY PAVEMENT MARKING STOP LINE REMOVABLE TAPE 18-INCH	80.000 LF	.		.	
1160	650.4000 CONSTRUCTION STAKING STORM SEWER	46.000 EACH	.		.	
1170	650.4500 CONSTRUCTION STAKING SUBGRADE	1,594.000 LF	.		.	
1180	650.7000 CONSTRUCTION STAKING CONCRETE PAVEMENT	1,594.000 LF	.		.	
1190	650.8000 CONSTRUCTION STAKING RESURFACING REFERENCE	3,697.000 LF	.		.	
1200	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. 4337-11-71	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
1210	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 02. 4337-11-72	LUMP	LUMP			.
1220	650.9920 CONSTRUCTION STAKING SLOPE STAKES	1,594.000 LF	.		.	
1230	652.0225 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	98.000 LF	.		.	
1240	652.0800 CONDUIT LOOP DETECTOR	46.000 LF	.		.	
1250	655.0700 LOOP DETECTOR LEAD IN CABLE	283.000 LF	.		.	
1260	655.0800 LOOP DETECTOR WIRE	184.000 LF	.		.	
1270	661.0200 TEMPORARY TRAFFIC SIGNALS FOR INTERSECTIONS (LOCATION) 01. MEMORIAL DR/COLUMBUS ST INTERSECTION	LUMP	LUMP			.
1280	690.0150 SAWING ASPHALT	1,240.000 LF	.		.	
1290	690.0250 SAWING CONCRETE	1,750.000 LF	.		.	
1300	715.0415 INCENTIVE STRENGTH CONCRETE PAVEMENT	1,585.000 DOL	1.00000		1585.00	

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			DOLLARS	CTS	DOLLARS	CTS
1310	999.1500.S CRACK AND DAMAGE SURVEY	LUMP	LUMP		.	
1320	ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	1,200.000 HRS	5.00000		6000.00	
1330	ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR	600.000 HRS	5.00000		3000.00	
1340	SPV.0060 SPECIAL 01. INLETS SPECIAL 2 X 3-FT DIAMETER	4.000 EACH	.		.	
1350	SPV.0060 SPECIAL 02. MANHOLES SPECIAL 3-FT DIAMETER	2.000 EACH	.		.	
1360	SPV.0060 SPECIAL 03. MANHOLES SPECIAL 6-FT DIAMETER	1.000 EACH	.		.	
1370	SPV.0060 SPECIAL 04. ADJUSTING MANHOLE COVERS SPECIAL	9.000 EACH	.		.	
1380	SPV.0060 SPECIAL 05. REMOVING VALVE AND PIT	4.000 EACH	.		.	
1390	SPV.0060 SPECIAL 06. REMOVING SANITARY SEWER MANHOLES	6.000 EACH	.		.	
1400	SPV.0060 SPECIAL 07. REMOVING HYDRANT	4.000 EACH	.		.	



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1410	SPV.0060 SPECIAL 08. VALVE AND BOX 6-INCH	4.000 EACH	.		.	
1420	SPV.0060 SPECIAL 09. VALVE AND BOX 8-INCH	3.000 EACH	.		.	
1430	SPV.0060 SPECIAL 10. VALVE AND BOX 10-INCH	5.000 EACH	.		.	
1440	SPV.0060 SPECIAL 11. WATER SERVICES 1-INCH TAP AND CORPORATION	31.000 EACH	.		.	
1450	SPV.0060 SPECIAL 12. WATER SERVICES 1-INCH VALVE AND BOX	31.000 EACH	.		.	
1460	SPV.0060 SPECIAL 13. SANITARY SEWER MANHOLE CASTINGS	11.000 EACH	.		.	
1470	SPV.0060 SPECIAL 14. HYDRANTS	4.000 EACH	.		.	
1480	SPV.0060 SPECIAL 15. CONSTRUCTION STAKING SANITARY SEWER	11.000 EACH	.		.	
1490	SPV.0060 SPECIAL 16. EXISTING STORM SEWER LOCATE	2.000 EACH	.		.	
1500	SPV.0060 SPECIAL 17. PEDESTRIAN CROSSING (W11-2) SOLAR FLASHING LED	1.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1510	SPV.0060 SPECIAL 18. PULL BOX POLYMER CONCRETE TRAFFIC SIGNAL 11X18-INCH	1.000 EACH	.		.	
1520	SPV.0060 SPECIAL 19. MINI STORM SEWER CLEANOUTS	12.000 EACH	.		.	
1530	SPV.0075 SPECIAL 01. STREET SWEEPING	30.000 HRS	.		.	
1540	SPV.0085 SPECIAL 01. WATERMAIN FITTINGS	1,678.000 LB	.		.	
1550	SPV.0090 SPECIAL 01. CONCRETE CURB AND GUTTER 24-INCH TYPE D TAPERED	36.000 LF	.		.	
1560	SPV.0090 SPECIAL 02. CONCRETE CURB AND GUTTER 30-INCH TYPE D SPECIAL	80.000 LF	.		.	
1570	SPV.0090 SPECIAL 03. CONCRETE CURB AND GUTTER 30-INCH TYPE D TAPERED	80.000 LF	.		.	
1580	SPV.0090 SPECIAL 04. REMOVING EXISTING WATER MAIN	1,509.000 LF	.		.	
1590	SPV.0090 SPECIAL 05. HYDRANT LEAD 6-INCH	32.000 LF	.		.	
1600	SPV.0090 SPECIAL 06. WATERMAIN 4-INCH	28.000 LF	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210018PROJECT(S):  
4337-11-71  
4337-11-72  
4337-11-73FEDERAL ID(S):  
WISC 2013519  
N/A  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1610	SPV.0090 SPECIAL 07. WATERMAIN 6-INCH	14.000 LF	.		.	
1620	SPV.0090 SPECIAL 08. WATERMAIN 8-INCH	256.000 LF	.		.	
1630	SPV.0090 SPECIAL 09. WATERMAIN 10-INCH	1,193.000 LF	.		.	
1640	SPV.0090 SPECIAL 10. WATER SERVICES 1-INCH COPPER	1,010.000 LF	.		.	
1650	SPV.0090 SPECIAL 11. SANITARY LATERAL, 6-INCH	960.000 LF	.		.	
1660	SPV.0090 SPECIAL 12. SANITARY SEWER 8-INCH	100.000 LF	.		.	
1670	SPV.0090 SPECIAL 13. SANITARY SEWER 10-INCH	63.000 LF	.		.	
1680	SPV.0090 SPECIAL 14. SANITARY SEWER 12-INCH	40.000 LF	.		.	
1690	SPV.0090 SPECIAL 15. SANITARY SEWER 18-INCH	63.000 LF	.		.	
1700	SPV.0090 SPECIAL 16. SANITARY SEWER 24-INCH	1,218.000 LF	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210018PROJECT(S):  
4337-11-71  
4337-11-72  
4337-11-73FEDERAL ID(S):  
WISC 2013519  
N/A  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1710	SPV.0090 SPECIAL 17. CONCRETE CURB AND GUTTER 30-INCH HES TYPE A	90.000 LF	.		.	
1720	SPV.0090 SPECIAL 18. MINI STORM SEWER 6-INCH	660.000 LF	.		.	
1730	SPV.0090 SPECIAL 19. MINI STORM SEWER LATERAL 4-INCH	106.000 LF	.		.	
1740	SPV.0090 SPECIAL 20. STORM SEWER LATERAL 4-INCH	395.000 LF	.		.	
1750	SPV.0105 SPECIAL 01. CONCRETE PAVEMENT JOINT LAYOUT	LUMP	LUMP		.	
1760	SPV.0105 SPECIAL 02. CONSTRUCTION STAKING WATER MAIN	LUMP	LUMP		.	
1770	SPV.0105 SPECIAL 03. SEISOMOGRAPH URBAN	LUMP	LUMP		.	
1780	SPV.0120 SPECIAL 01. WATER FOR SEEDED AREAS	5.000 MGAL	.		.	
1790	SPV.0165 SPECIAL 01. CONCRETE SIDEWALK 4-INCH SPECIAL	1,350.000 SF	.		.	
1800	SPV.0165 SPECIAL 02. INSULATION 2-INCH	352.000 SF	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20131210018PROJECT(S):  
4337-11-71  
4337-11-72  
4337-11-73FEDERAL ID(S):  
WISC 2013519  
N/A  
N/A

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1810	SPV.0180 SPECIAL 01. CONCRETE JOINT SEALING	5,120.000 SY	.		.	
1820	SPV.0180 SPECIAL 02. CONCRETE PAVEMENT HES 7-INCH	90.000 SY	.		.	
1830	SPV.0200 SPECIAL 01. SANITARY MANHOLE 48-INCH	111.380 VF	.		.	
1840	SPV.0200 SPECIAL 02. SANITARY MANHOLE 60-INCH	29.580 VF	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	



**PLEASE ATTACH SCHEDULE OF ITEMS HERE**