#### **HIGHWAY WORK PROPOSAL**

Proposal Number:

Ø 2

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

**FEDERAL PROJECT ID** STATE PROJECT ID **PROJECT DESCRIPTION** COUNTY **HIGHWAY** WISC 2014 018 Crawford 1661-05-73 Marquette Road, Prairie du Chien **STH 35** Mooney Street to Washington Street Crawford 1661-05-83 Marquette Road, Prairie du Chien **STH 35** Mooney Street to Washington Street Sanitary Sewer and Water

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

Proposal Guaranty Required, \$ 100,000.00	Attach Proposal Guaranty on back of this PAGE.
Payable to: Wisconsin Department of Transportation	
Bid Submittal Due	Firm Name, Address, City, State, Zip Code
Date: February 11, 2014 Time (Local Time): 9:00 AM	SAMPLE
Contract Completion Time	NOT FOR BIDDING PURPOSES
November 16, 2014	NOT FOR BIDDING FOR OCLO
Assigned Disadvantaged Business Enterprise Goal 7%	This contract is subject to federal oversight.

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

Do not sign, notarize, or submit this Highway Work Proposal when submitting an electronic bid on the Internet.			
Subscribed and sworn to before me this date			
(Signature, Notary Public, State of Wisconsin)	(Bidder Signature)		
(Print or Type Name, Notary Public, State Wisconsin)	(Print or Type Bidder Name)		
(Date Commission Expires)  Notary Seal	(Bidder Title)		

## For Department Use Only

Type of Work

Removing pavement, base aggregate dense, concrete pavement, concrete sidewalk, concrete curb and gutter, storm sewer, water main, sanitary sewer, traffic signal, street lighting, plantings,pavement marking, traffic control, and signing.

Notice of Award Dated Date G

Date Guaranty Returned

# PLEASE ATTACH PROPOSAL GUARANTY HERE

## **Effective with November 2007 Letting**

## PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Effective with August 2007 Letting**

#### **BID PREPARATION**

## Preparing the Proposal Schedule of Items

#### A General

- 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 <a href="http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm">http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm</a>. 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 <a href="http://www.bidx.com/">http://www.bidx.com/</a> after 5:00 P.M. local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (\*.ebs or \*.00x) is used to submit the final bid.
- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the www.bidx.com web site or by contacting:

Info Tech Inc. 5700 SW 34th Street, Suite 1235 Gainesville, FL 32608-5371

email: mailto:customer.support@bidx.com

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at <a href="http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm">http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm</a> 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<sup>™</sup> software and the Bid Express<sup>™</sup> 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

- Ownload 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 <a href="http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm">http://www.dot.wisconsin.gov/business/engrserv/bid-letting-information.htm</a>. 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:
  - The check code printed on the bottom of the printout of the Expedite<sup>™</sup> 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

- 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 Corpora	te Seal)		
(Signature and Title)			
(Company Name)	_		
(Signature and Title)			
(Company Name)			
(Signature and Title)		(Name of Surety) (Affix Seal)	
(Company Name)		(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTARY FO	R PRINCIPAL	NOTARY FO	R SURETY
(D	ate)	(Dat	e)
State of Wisconsin	)	State of Wisconsin	)
	)ss. _ County )		) ss. County )
On the above date, this instrument named person(s).	was acknowledged before me by the	On the above date, this instrument wanted person(s).	as acknowledged before me by the
(Signature, Notary Pub	olic, State of Wisconsin)	(Signature, Notary Publi	c, State of Wisconsin)
(Print or Type Name, Notar	/ Public, State of Wisconsin)	(Print or Type Name, Notary	Public, State of Wisconsin)
(Date Commi	ssion Expires)	(Date Commiss	sion Expires)

Notary Seal 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

(Date)

Time Period Valid (	From/To)
Name of Surety	
Name of Contracto	r
Certificate Holder	Wisconsin Department of Transportation
	y that an annual bid bond issued by the above-named Surety is currently on file with the partment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder mend, 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)

### March 2010

## LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	<b>Estimated Value</b>

#### **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.

# **Special Provisions**

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	Paint Monotube Arms 20-FT, Item SPV.0060.72, Black Paint Monotube Arms	

	25-FT, Item SPV.0060.73; Black Paint Monotube Arms 30-FT, Item	
	SPV.0060.74; Black Paint Luminaire Arms Steel 15-FT, Item SPV.0060.75;	
	Black Paint Pedestal Bases, Item SPV.0060.76; Black Paint Transformer Bases	
	Breakaway 11 ½-Inch Bolt Circle, Item SPV.0060.77; Black Paint Traffic Signal	
	Standard Aluminum 13-FT, Item SPV.0060.78; Black Paint Poles Type 4, Item	
	SPV.0060.79; Black Paint Poles Type 6 - Modified Aluminum, Item	
	SPV.0060.80; Black Paint Luminaire Arms Truss Member 4.5-Inch Clamp 15-	
	FT, Item SPV.0060.81; Black Paint Luminaires Utility LED Cat B, Item	
	SPV.0060.82; Black Paint Poles Type 12, Item SPV.0060.86; Black Paint	
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#### SPECIAL PROVISIONS

## 1. General.

Perform the work under this construction contract for Project 1661-05-73, Marquette Road, Prairie du Chien, Mooney Street to Washington Street, STH 35; Project 1661-05-83, Marquette Road, Prairie du Chien, Mooney Street to Washington Street, Sanitary Sewer and Water, STH 35, Crawford 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 pavement, grading, base, concrete pavement, concrete sidewalk, concrete curb and gutter, asphaltic pavement, storm sewer, water main, sanitary sewer, electrical, signing, pavement marking, landscaping, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

# 3. Prosecution and Progress.

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

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

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

The contract time for completion is based on an expedited work schedule and may require extraordinary forces and equipment.

Prior to beginning operations under this contract submit, in writing, a proposed schedule of operations to the engineer for approval. The contract time for interim completion as well as overall completion is based on an expedited work schedule and may require extraordinary forces and equipment. Indicate working with a large force and adequate equipment in the schedule of operations to assure that the work will be completed within the established contract time.

Conform the schedule of operations to the construction staging as shown in the plans. Do not move operations ahead within the proposed construction staging unless modifications to the staging and schedule are approved in writing by the engineer.

All street lighting at the proposed roundabout intersections must be operational upon opening the roundabouts to any traffic.

Attend weekly coordination meetings with subcontractors and the Wisconsin DOT staff. One of the purposes of the weekly coordination meeting is to plan upcoming work involving shoulder, lane and road closures and traffic switches. Provide, at a minimum, the following information to the engineer at each weekly meeting:

- Written schedule update, in either bar chart or linear form, for the upcoming two week period, including work by subcontractors.
- Written schedule of work that may specifically affect business and property owner entrances, mail boxes, fire numbers, etc.
- Written requests for shoulder closures, lane closures, road closures and traffic switches including begin and end dates or times. The written requests must be submitted to the engineer for approval as follows:
  - Shoulder Closure: 3 working days prior to closure.
  - Lane Closure: 7 working days prior to closure.
  - Road Closure: 14 working days prior closure.
  - Traffic Switch: 14 working days prior to anticipated switch.

At the beginning of Stage 3A as indicated in the Traffic special provision, close STH 27/ Blackhawk Avenue and STH 35/ Marquette Road to through traffic and at the beginning of Stage 3B as indicated in the Traffic special provisions, close STH 27/ Blackhawk Avenue between Ohio Street and Dousman Street to through traffic for a combined maximum of 30 working days. Do not reopen until completing the following work: Storm sewer, water main, sanitary sewer, paving, electrical (including all lighting), sidewalk, pavement marking, and signing

Supplement standard spec 108.11 as follows:

If the contractor fails to complete the work necessary to reopen STH 27/ Blackhawk Avenue and STH 35/ Marquette Road and STH 27/ Blackhawk Avenue from Ohio Street to Dousman Street to traffic within 30 working days, the department will assess the contractor \$3,000 in interim liquidated damages for each working day contract work remains incomplete beyond 30 working days. An entire working day will be charged for any period of time within a working day that the road remains closed beyond 12:01 AM.

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

## 4. Traffic.

Local access and emergency access shall be provided for business and residences on a minimum of gravel surfaces at all times. Stage construction such that alley access in maintained from a minimum of one direction at all times.

Business and residential access interruptions shall be kept to a minimum. When access must be interrupted or altered, the contractor shall notify the business/residence a minimum of 48 hours in advance and again prior to the closure.

Close STH 35 and STH 27 located in the downtown Prairie du Chien area in stages/segments and detour STH 35 and STH 27 as shown in the plans.

**Stage 1-** Prior to closing STH 35 between La Point and Iowa Streets, implement the detour route and install temporary traffic signals as shown on the plans. All residents and businesses (with the exception of two businesses) have alternative access to their property (via side street or alley). Temporary access for some buildings, including at least two businesses, will need to be addressed by providing temporary gravel roads. Complete Stage 1 to a stage that will allow local access to businesses/residences prior to commencing Stage 2. Items of work to be completed are: concrete pavement, curb and gutter, sidewalk and curb ramps, driveways and parking lot surfaces, signing, and pavement marking. The contractor may elect at their own cost to utilize temporary signing and temporary pavement markings.

Stage 2- Prior to closing STH 35 (between Iowa Street and Blackhawk Avenue) and STH 27 (between Main Street and Marquette Road), implement the detour route as shown on the plans. STH 27 traffic to the west of Marquette, that is Iowa and Wisconsin Streets, will be closed to through traffic during this construction stage. All residents and businesses (with the exception of four residences) have alternative access to their property (via side street or alley). Temporary access for some buildings including at least four residences will need to be addressed by providing temporary roads. Landscaping and miscellaneous work in Stage 1 may occur simultaneously with Stage 2 work. Complete storm sewer and roadway work at the intersection of Taylor Street and Ohio Street during stage 2. Complete all Stage 1 and 2 work before beginning Stage 3 work. In Stage 3, a portion of Marquette road that carries STH 27 will be open to through traffic.

**Stage 3A-** Prior to closing Blackhawk Avenue (between Illinois Street and Ohio Street), implement the detour route and trailblazer route (To STH 35N) as shown on the plans. All residents and businesses have alternative access to their property (via side-street or alley). Substantially complete underground work of Stage 3A before starting Stage 3B work.

**Stage 3B-** Stage 3B utilizes the same detour route as Stage 3A. Construction for this stage is limited to STH 27/Blackhawk Avenue between Ohio Street and Douseman Street and it will be closed to through traffic. The trailblazer route (To STH 35) along Ohio Street is eliminated during this stage. Stages 3A and 3B are limited to 30 working days to complete all contract work and open the roadway to through traffic.

**Stage 4** – Prior to closing STH 35 (between Blackhawk Avenue and Cliffwood Drive), implement detour route as shown on the plans. Alternate access (alley) is available for most residents/ businesses. Temporary access for one business will be addressed by providing a temporary road.

STH 35 and STH 27 may be reduced to one lane using flagging operations during working hours as allowed by the engineer.

Maintain access to Villa Louis, St. Feriole Island, and Fort Crawford Museum. During detours, maintain adequate temporary signage directing visitors to Villa Louis, St. Feriole Island, and Fort Crawford Museum. There is a contract item for moving signs from Marquette Road to Main Street/ Washington Street intersection.

Maintain pedestrian access within areas of existing sidewalk and crosswalks, in accordance to the Americans with Disabilities Act (ADA) Accessibility Guidelines (ADAAG), along Marquette Road by means of existing sidewalk, temporary asphaltic surface, or new sidewalk at a minimum width of 5-feet, for abutting businesses and property owners. Sidewalk will only be allowed to be removed on one side of the roadway at a time. Keep a minimum width of 5-feet of existing sidewalk as long as practicable to maintain pedestrian access.

When required, close sidewalks in accordance to the standard detail drawing "Traffic Control, Sidewalk Closure." Provide temporary crosswalk access as described in the special provisions under bid item Temporary Crosswalk Access. Provide temporary crosswalks in accordance to the ADAAG, which are free from mud, sand, and other construction debris.

# 5. Project Communication Enhancement Effort.

Use the Project Communication Enhancement Effort (PCEE) tools on this contract. Coordinate with the department to modify the various published tools as necessary to meet the particular project needs and determine how to implement those tools under the contract. Ensure the full participation of the contractor and its principal subcontractors throughout the term of the contract.

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

http://roadwaystandards.dot.wi.gov/standards/admin/pcee-user-manual.doc

105-005 (20090901)

# 6. Municipality Acceptance of Sanitary Sewer and Water Main Construction.

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

105-001 (20061009)

# 7. Holiday Work Restrictions

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 18, STH 27, STH 35, or STH 60 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 23, 2014 to 6:00 AM Tuesday, May 27, 2014 for Memorial Day;
- From noon Thursday, July 3, 2014 to 6:00 AM Monday, July 7, 2014 for Independence Day;
- From noon Friday, August 29, 2014 to 6:00 AM Tuesday, September 2, 2014 for Labor Day.

107-005 (20050502)

## 8. Utilities.

This contract does not come under the provision of Administrative Rule Trans 220.

Some of the utility work described is dependent on prior work being performed by the contractor at a specific site. In such situations the contractor shall provide the project engineer and the affected utility a good faith notice of when the utility is to start work at the site. The notice shall be given 14 to 16 calendar days in advance of when the contractor expects to complete the prior work and the site will be available to the utility. The contractor shall follow up with a confirmation notice to the project engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

Additional detailed information regarding the location of relocated utility facilities is available on the permits issued to the utility companies. These permits can be viewed at the SW Region-La Crosse Office during normal working hours. Contact Utility Permit Coordinator Mark Goggin at (608) 789-5955.

The following utilities have facilities within the project area:

Alliant Energy (Electric) has power poles located along either side of STH 35 throughout the project, with several overhead crossings of STH 35. Alliant Energy plans to begin their relocation in the January of 2014. Alliant Energy will coordinate with CenturyLink and Mediacom cable to detach and reattach their facilities attached to Alliant Energy poles. The details of the CenturyLink and Mediacom overhead cable relocations are described below. Existing street lighting will be left in place during construction as long as possible.

The work described below will take place prior to construction.

Station	LT or RT	Action
79A+75	L	Set new pole. Install 8' guy lead toward sidewalk to
		west, remove existing pole
83A+00	L	Set new street light pole
82BB+10	L	Same pole as above - Stationing from Mooney St
82A+95	L	Remove existing pole
84A+25	L	Set new pole and install sidewalk guy across new sidewalk to West
84A+50	L	Remove existing pole
85A+00	R	Set new pole
85A+75	R	Remove existing pole
90A+35	R	Set new pole, remove existing pole
90A+25	L	Remove existing pole - not numbered
95U+95	R	Set new pole
95U+85	R	Remove existing pole
98A+00	R	Set new pole 2' behind new back of curb (B.O.C.),
		remove existing pole
100A+25	R	Set new pole, remove existing pole
102A+25	R	Set new pole 2' behind new B.O.C., remove existing
		pole
300RA+90	L	Remove existing pole in the Iowa St roundabout
404RB+50	L	Remove existing pole in the Wisconsin St roundabout
400RB+25	L	Remove existing pole in the Wisconsin St roundabout
112E+30		Remove existing pole
501RC+90		Remove existing pole in the Blackhawk Ave roundabout
500RC+05	L	Remove existing pole in the Blackhawk Ave roundabout
118G+25	R	Set new street light pole 2" behind B.O.C.
119G+75	R	Set new street light pole 2" behind B.O.C.
121G+00	R	Set new street light pole 2" behind B.O.C.
127G+00	R	Set new pole and guy/anchor 2' behind B.O.C.
128G+65	R	Remove existing pole

Station	LT or RT	Action
129G+30	R	Set new pole
129G+50	R	Remove existing pole
131G+70	R	Set new pole
131G+75	R	Remove existing pole
133G+75	R	Set new pole, remove existing pole
135G+20	R	Set new pole, remove existing pole
402P+00	R	Set new pole, remove existing pole
402P+00	L	Set new pole, remove existing pole
398M+10	L	Remove pole in proposed new alley apron
398M+4	L	Set new pole West of proposed alley apron
499R+50	L	Remove existing pole
497R+75	L	Remove existing pole
497R+25	R	Remove existing pole
4980+60	R	Set new pole, remove existing pole
497O+50	L and R	Bury underground electric cable across right-of-way
497O+50	R	total 70' at 36" burial depth  Bury underground electric cable parallel between
4970+30	R	Station 497"O"+50 to 498"O"+60. New cable will be
4980+00	K	under proposed sidewalk at 36" burial depth
502S+45	R	Set new pole
130Y+30	R	Set new pole string new overhead conductor across street to existing pole 49/22

The work described below will take place during construction:

498O+55	L	Alliant Energy has a 12.4KV existing primary cable
498R+55	R	crossing at this location. Will check depth in Spring 2014
		to determine conflicts and adjust as needed. 2 week
		notice and one day to move if relocation is needed.
118G+25	R	Remove existing street light pole. 2 week notice and one
		day to remove.
119G+75	R	Remove existing street light pole. 2 week notice and one
		day to remove.
121G+00	R	Remove existing street light pole. 2 week notice and one
		day to remove.

Contact Person: Dennis Stephenson, (608) 326-9485 office, (608) 558-7780 cell.

**Burlington Northern Santa Fe Railway** has signal equipment and buried cables within the project limits. All work on BNSF Railway's facilities will be done during construction in coordination with the contractor. See "Railroad Insurance and Coordination" section of this contract for details.

**CenturyLink** has short sections of buried communications cables paralleling and crossing STH 35 within the project limits, and overhead facilities attached to Alliant Energy poles. CenturyLink's new overhead facilities will be reattached to Alliant Energy poles starting in February 2014 upon completion of the relocation of Alliant Energy's facilities described above.

The overhead work described below will take place prior to construction:

- Station 79+75A, Crawford Street Intersection, remove existing overhead aerial down guy strand.
- Station 85+75A, Taylor Street Intersection, transfer existing aerial to new pole on east side of street.
- Station 95+00A, Webster Street Intersection, remove overhead line from STH 35.
- Station 398+00M, between Wisconsin St roundabout and BNSF railroad, transfer north/south aerial cable to new Alliant Energy pole.

The underground work described below will take place during construction:

• Station 498+00 'R' area of Blackhawk Avenue. CenturyLink will adjust the telephone manhole casting at this location to match the new pavement elevation in coordination with the contractor. This work is expected to take one working day to complete.

Contact Person: Steve Bishop, (608) 355-7501 cell.

City of Prairie du Chien has existing water main and sanitary sewer lines throughout the project. Sanitary sewer main, manholes, and related utility work will be done during construction under Project 1661-05-83.

Water Contact: Larry Gates, (608) 326-8213 office, (608) 306-0360 cell. Sanitary Contact: Terry Meyer, (608) 326-8534 office; (608) 306-0365 cell.

**Madison Gas and Electric** has gas lines paralleling and crossing STH 35 throughout the project. The work described below will take place prior to construction:

- Station 80+00A RT to 84+50A RT: Abandon existing gas main in place, place new gas main under front or curb area along east side of STH 35.
- Station 89+25A LT to 95+05A LT, and crossing at 95+05: Abandon existing gas main in place, place new gas main under sidewalk along west side of STH 35, eliminate crossing of STH 35 at 95+05.
- Station 99+75, new gas main crossing STH 35.
- Station 122+75G LT to 136+10G LT: Abandon existing gas main and crossings of STH 35 and Hayden Street in place, place new gas main under sidewalk and behind new curb on west side of STH 35. New gas main crossing of STH 35 at Station 122+80, and new gas main crossing of Hayden Street at Station 121+90W.

- Station 401+50N to 403+50N, Wisconsin Street roundabout east leg: Abandon existing gas main in place, place new gas main between sidewalk and curb from Station 401+50N RT to 403+50N RT, place new gas main between sidewalk and curb from Station 402+10N LT to 402+75N LTt. Eliminate gas main crossing of Wisconsin Street at 402+10N, new gas main crossing Wisconsin Street at 402+45N.
- Station 497+95R to 498+70R, Blackhawk Street roundabout west leg: Abandon existing gas main crossing at Station 498+70R, new crossing at Station 497+95R and new gas main under new sidewalk from Station 497+95R RT to 498+70R RT.

Conflicts are not anticipated at the following locations, but if the gas mains at each site are found to be in conflict, it will take three days for locates, and one working day per site to adjust during construction:

- Station 298+30J, Iowa Street roundabout west leg, storm sewer crossing gas main on Iowa Street.
- Station 302+30K LT, Iowa Street roundabout east leg, storm sewer crossing gas under north curb.
- Station 397+25M, Wisconsin Street roundabout west leg, storm sewer crossing gas.
- Station 398+10M, Wisconsin Street roundabout west leg, storm sewer crossing gas.

Contact Person: John Wichern (608) 252-1563 office, (608) 412-0282 cell, (608) 252-1111 emergency.

**Mediacom** has short sections of buried communications cables paralleling and crossing STH 35 within the project limits, and overhead facilities attached to Alliant Energy poles. Mediacom's new overhead facilities will be reattached to Alliant Energy poles starting in February 2014 upon completion of the relocation of Alliant Energy's facilities described above.

The overhead work described below will take place prior to construction.

Station or	LT or RT	Action
Location		
402N+00	35 LT	Wisconsin St, transfer overhead cable to new pole
402P+00	40 RT	Wisconsin St, transfer overhead cable to new pole
398M+04	24 LT	Wisconsin St, transfer overhead cable to new pole
498O+60	43 RT	Blackhawk Ave, transfer overhead cable to new pole
502S+45	35 RT	Blackhawk Ave, transfer overhead cable to new pole
Blackhawk	Crossing STH 35	Remove overhead cables crossing over

Station or	LT or RT	Action
Location		
Roundabout		roundabout between poles at 498O+60
		RT and 502S+45 RT
Washington Street	Crossing STH 35	Mediacom set new pole and place new
		overhead crossing of Washington Street
		to existing pole at 130Y+30, 25 LT.
		Mediacom set new pole at 131G+75, 30
		RT. Remove existing poles and in
		conflict and move overhead line to new
		poles crossing STH 35 at 131G+60.
STH 35	131G+60 RT to	Relocate vault in conflict with new curb
	137G+35, 45	at 131G+75, 28 RT to the southeast 10
		feet, place new fiber optic cable in new
		duct closer to right-of-way line from new
		vault at 131G+75 RT to new vault at
		137G+35 RT. Abandon old duct in
		conflict in place from 131G+75 RT to
		137G+35 RT once new duct is cut over.

Contact Person: Tim Orcutt, (515) 249-5848 cell.

107-065 (20080501)

# Railroad Fiber Optic Lines BNFS Railway Fiber Optic Lines

Call "Diggers Hotline" and additionally contact BNSF Railway five working days before any work is performed. Call BNSF Communications Network Control Center at (800) 533-2891 to determine if fiber optic or other type of cable is buried in the general work location. If present, contact the owner of the fiber optic or cable line to determine its exact location.

## 9. Railroad Insurance and Coordination.

## **A Description**

Comply with standard spec 107.17 for all work affecting BNSF Railway Company property and any existing tracks.

## A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of BNSF Railway Company.

Provide the second policy in the name of the City of Prairie du Chien.

Notify evidence of the required coverage, and duration to Roger Larson at 608.246.7916. Include the following information on the insurance document:

Project: 1661-05-73 and 1661-05-83 Route Name: STH 35 Crawford County

Crossing: ID 069 963P (Mooney St.); 069 965D (Iowa St.); 069 966K (Wisconsin St.); 069 967S (Blackhawk Ave); 079 843B (Marquette Road); 069 969F and 069 971G (Washington St.)

Railroad Subdivision: BNSF Aurora Subdivision

Railroad Milepost: MP 238.87 (Mooney St.); MP 239.29 (Iowa St.); MP 239.38 (Wisconsin St.); MP 239.48 (Blackhawk Ave); MP 239.70 (Marquette Road); MP 239.8 (Washington St.)

## A.2 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor.

**Mooney Street** – Work includes lengthening crossing surface to north to accommodate relocated sidewalk along north side of Mooney Street. Existing Bungalow housing BNSF signal equipment will be moved from just south of the crossing to just north of the crossing. Work will occur slightly before or during Stage 1 of the project.

**Iowa Street** — Work includes replacing and lengthening the crossing surface so that required horizontal clearances are met. Work includes relocating existing two RR-signals to be at correct distances relative to tracks and roadway. BNSF will install wire-line conduits beneath the Iowa Street RR-crossing and along the east R.O.W. line of Illinois Street from Iowa Street to signal bungalow located approximately 50 feet north of Iowa Street. Work will occur slightly before or during Stage 2 of the project.

Wisconsin Street – Work includes replacing and lengthening the crossing surface so that required horizontal clearance distances with the roadway are met. The existing RR-signals will remain at their existing locations but an additional cantilevered RR-signal will be added to accommodate the additional traffic lane generated from this project. BNSF will install wire-line conduits along the east R.O.W. line of Illinois Street from Wisconsin Street to the signal bungalow located approximately 50 feet north of Wisconsin Street. Work will occur slightly before or during Stage 2 of the project.

**Blackhawk Avenue** – Work includes replacing and lengthening the crossing surface so that required horizontal clearances are met. Work includes relocating southern-eastbound RR-signal to be at correct distances relative to tracks and roadway. An additional cantilevered RR-signal will be added at the north side of the crossing to accommodate the additional westbound traffic lane generated from this project. BNSF will install wire-line conduits beneath the Blackhawk Avenue RR-crossing and along the east R.O.W. line of Illinois Street from Blackhawk Avenue to signal bungalow located approximately 50 feet north of Blackhawk Avenue. Work will occur slightly before or during Stage 3 of the project.

**Washington Street** – Work includes replacing the crossing surfaces for two mainline tracks and one sideline track. Work will occur slightly before or during Stage 4 of the project.

**Marquette Road** – Work includes replacing the crossing surface of one sideline track. Work will occur slightly before or during Stage 4 of the project.

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

Contact David Johnson, Manager of Public Projects, 80 44<sup>th</sup> Avenue NE, Minneapolis, MN 55421; TELEPHONE (763) 782-3495; FAX (763) 782-3061; email David.Johnson7@BNSF.com for consultation on railroad requirements during construction.

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

## A.4 Temporary Grade Crossing

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

## **A.5** Train Operation

Approximately 0 passenger trains and 45 to 50 through freight trains operate daily through the construction site. Passenger trains operate at up to 50 mph. Through freight trains operate at up to 50 mph. Freight trains operate on sideline tracks at speeds up to 10 mph. Switching movements sometimes occur near the sideline tracks north of Blackhawk and near Washington Street.

## A.6 Rail Security Awareness and Contractor Orientation

Prior to entry on railroad right-of-way, the contractor shall arrange for on-line security awareness and contractor orientation training and testing, and be registered through "e-RAILSAFE" for all contractor and subcontractor employees working on railroad right-of-way. See e-railsafe.com "Information". The security awareness and contractor orientation training is shown under the railroad's name. The department has secured right of entry to railroad property; neither the contractor nor subcontractors or their employees will be required to sign a right-of-entry form. The security awareness and contractor orientation certification is valid for two year(s) and must be renewed for projects that will carry over beyond the two year period. Contractor and subcontractor employees shall wear the identification badge issued by e-RAILSAFE when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract.

## 10. Coordination with Businesses.

The department will 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.

108-060 (20030820)

## 11. Surface Tolerance of Finished Concrete.

Supplement standard spec 105.3.1(3) as follows:

Due to the flat, low vertical relief conditions associated with the project, special attention to finished grades and checking relative grades for positive drainage is required. The allowable tolerance for all finished concrete work is 0.02 feet. Any concrete surfaces with ponding (water) exceeding 0.02 feet in depth will be removed by grinding adjacent surfaces as needed. The cost for grinding the concrete surface as needed to remove undesirable ponding is incidental to concrete pavement and curb and gutter pay items and no additional payment will be made.

# 12. Clearing and Grubbing.

Supplement standard spec 201.3.1(2) as follows:

Property owners at select locations of the project will make decisions on whether or not clearing and grubbing at a particular location is performed. The ultimate decision will be made by the property owner shortly after adjacent grading has been completed. If the tree is left in place, the property owner will be responsible to remove the tree should it subsequently die or not be to property owner's liking. See the plan's Miscellaneous Quantities sheets under Clearing and Grubbing for specific locations where property owner involvement is needed (in the table asterisks indicate trees for which a property owner decision is needed).

# 13. Disposal of Materials.

All manhole castings and Fire Hydrants not incorporated into the proposed improvement shall be salvaged in accordance to standard spec 204.3.1.3 and shall become the property of the City of Prairie du Chien. These castings and fire hydrants will be picked up by the appropriate city department personnel.

#### Contact(s):

Terry Meyer, City of Prairie du Chien, co-Public Works Director, (608) 326-0365 Larry Gates, City of Prairie du Chien, co-Public Works Director, (608) 326-0360

## 14. Removing Buildings Right-of-Way Plat 1661-05-23, Parcels 15.

This special provision describes removing buildings in accordance to the pertinent requirements of standard spec 204 and as hereinafter provided.

All structures to be demolished within the proposed right-of-way have been tested for the presence of asbestos containing materials (ACMs) and lead paint by Jayne Englebert, MSA Professional Services, Inc (Wisconsin Certified Asbestos Inspector #All-113911, Certified Lead Inspector #LRA-113911). The treatment of ACMs will be in accordance to Chapter NR 447, Wis. Adm. Code.

The structure on parcel 15 contains Category I Non-friable ACMs and Category II Non-friable asbestos as indicated in the Abatement of Asbestos Containing Material (Parcel 15) special provision. Prior to demolition all asbestos shall be abated by a licensed abatement contractor..WisDNR Form 4500-113 (Notification of Demolition and Application for Permit Exemption) must be completed and submitted to WisDNR and DHFS and a fee must be paid. This structure does not contain lead base paint.

If any additional friable ACMs or Category II Non-friable ACMs should be discovered, notify the engineer and they will be abated by others, unless the contractor should request otherwise.

A copy of the inspection report is available by contacting Steve Vetsch, WisDOT Environmental Coordinator, and (608) 785-9049.

It is the responsibility of the contractor to pay any fees and complete the rest of the form needed to provide the ten day notification to the WisDNR and the DHFS, as appropriate.

If the contractor should seek to burn any structure as a fire training exercise, they shall submit DNR form 4500-113, pay any fees and, at their expense, remove all ACMs and dispose of all ash and debris according to Chapter NR 500.

The contractor shall remove this building including foundations and basements in their entirety.

# 15. Removing Buildings Right-of-Way Plat 1661-05-23, Parcels 30.

This special provision describes removing buildings in accordance to the pertinent requirements of standard spec 204 and as hereinafter provided.

All structures to be demolished within the proposed right-of-way have been tested for the presence of asbestos containing materials (ACMs) and lead paint by Jayne Englebert, MSA Professional Services, Inc (Wisconsin Certified Asbestos Inspector #All-113911, Certified Lead Inspector #LRA-113911). The treatment of ACMs will be in accordance to Chapter NR 447, Wis. Adm. Code.

The structure on parcel 30 contains Category I Non-friable ACMs in the tar layers of the roof. It may be demolished by keeping the material wet using demolition methods that minimize the fracturing of ACMs. WisDNR Form 4500-113 (Notification of Demolition and Application for Permit Exemption) must be completed and submitted to WisDNR and DHFS and a fee must be paid. This structure also contains lead base paint. Dispose all painted materials in a either a construction and demolition landfill approved under Chapter NR 503, Wis. Adm. Code or a municipal solid waste landfill approved under Chapter NR 504, Wis. Adm. Code.

If any friable ACMs or Category II Non-friable ACMs should be discovered, notify the engineer and they will be abated by others, unless the contractor should request otherwise.

A copy of the inspection report is available by contacting Steve Vetsch, WisDOT Environmental Coordinator, and (608) 785-9049.

It is the responsibility of the contractor to pay any fees and complete the rest of the form needed to provide the ten day notification to the WisDNR and the DHFS, as appropriate.

If the contractor should seek to burn any structure as a fire training exercise, they shall submit DNR form 4500-113, pay any fees and, at their expense, remove all ACMs and dispose of all ash and debris according to Chapter NR 500.

The contractor shall remove this building including foundations and basements in their entirety.

# **16.** Removing Wood Posts, Item 204.9060.S.01.

## **A Description**

This special provision describes removing Wood Posts (with varying diameters and varying lengths) in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

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

### C (Vacant)

### **D** Measurement

The department will measure Removing Wood Posts as each individual unit, acceptably completed.

## E Payment

Supplement standard spec 204.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Wood Posts	Each

# 17. Excavation, Hauling, and Disposal of Contaminated Soil, Item 205.0501.S.

## A Description

## A.1 General

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

La Crosse County Landfill 6500 State Road 16 La Crosse, WI 54601 (608) 785-9572

Waste Management Madison Prairie Landfill 6002 Nelson Road Sun Prairie, WI 53590 (608) 837-9031

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

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

The department and others have completed testing for soil and groundwater contamination for locations within this project where excavation is required. Testing indicated that contaminated soil and/or groundwater is potentially present at the following location(s) as shown on the plans:

- Station 108+50 'C' to 109+25 'C', from 25 feet right to the construction limits on the right.
- Station 104+75 'C' to 106+00 'C', from 40 feet left to the construction limits on the right.
- Station 112+50 'E' to 113+00 'E', from the reference line to the construction limits on the right.
- Station 499+25 'Q' to 500+00 'Q', from the reference line to the construction limits on the right.
- Station 115+50 'G' to 117+25 'G', from 25 feet left to the construction limits on the left.
- Station 115+75 'G' to 116+50 'G', from 10 feet right to the construction limits on the right.
- Station 122+50 'G' to 123+00 'G', from 10 feet left to the construction limits on the left.

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

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

Name: Steve Vetsch

Wisconsin DOT, Southwest Region

Address: 3550 Mormon Coulee

La Crosse, WI 54601

Phone: (608) 785-9049

E-mail: <u>stephan.vetsch@dot.state.wi.us</u>

Name: Dan Haak

TRC Environmental Corporation

Address: 708 Heartland Trail, Suite 3000

Madison, WI 53717

Phone: (608) 826-3628 Fax: (608) 826-3941

E-mail: DHaak@trcsolutions.com

### A.3 Coordination

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

Consultant: TRC Environmental Corporation

Address: 708 Heartland Trail, Suite 3000, Madison, WI 53717

Fax: (608) 826-3941

Contact: Dan Haak

Phone: (608) 826-3628 office, (608) 886-7423 mobile

E-mail: DHaak@trcsolutions.com

The role of the environmental consultant will be limited to:

- 1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
- 2. Identifying contaminated soils to be hauled to the treatment and disposal facility;

- 3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein; and
- 4. Obtaining the necessary approvals for disposal of contaminated soil from the treatment and disposal facility.

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

Identify the DNR approved treatment and disposal facility that will be used for disposal of contaminated soils, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the treatment and disposal facility. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the treatment and disposal facility.

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

#### A.4 Protection of Groundwater Monitoring Wells

One monitoring well has been identified within the limits of construction and may be encountered during excavations at the following location:

Station 122+50 'G' to 123+00 'G', from 20 feet left to the construction limits on the left

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

#### A.5 Excavation Management Plan Approval

The excavation management plan for this project has been designed to minimize the offsite disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR's concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding the investigations, including waste characterization within the project limits, contact Steve Vetsch with the department, at (608) 785-9049.

# **A.6** Health and Safety Requirements for Workers Remediating Contamination Supplement standard spec 107.1 with the following:

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

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

Disposal of contaminated soil at the treatment and disposal facility is subject to the facility's safety policies.

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

#### **C** Construction

Supplement standard spec 205.3 with the following:

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

Be advised that there is a potential that USTs may be encountered within the construction limits during excavations. If a UST is encountered, stop excavations in that area, notify the environmental consultant, and coordinate with the environmental consultant its removal by others. The UST removal by others is expected to take up to 5 business days.

Assist the environmental consultant in determining if USTs are present at the following locations by performing a backhoe investigation, as directed by the environmental consultant:

- Station 108+75 'C' to 109+15 'C', from the reference line to 15 feet right.
- Station 108+80 'C' to 109+00 'C', from 35 feet right to the construction limits on the right.
- Station 501+25 'Q' to 501+65 'Q', from the reference line to 15 feet left.

- Station 115+80 'E' to 115+95 'E', from 30 feet right to the construction limits on the right.
- Station 115+75 'G' to 116+25 'G', from 65 feet left to the construction limits on the left.

The backhoe investigation should be performed as soon as practical after structures, sidewalks, curb and gutter, and pavement are removed and prior to significant excavations (if any) beginning in those areas. The backhoe test pits shall be a minimum 2 feet wide constructed at the above locations to a maximum depth of 10 feet. The backhoe investigation shall be incidental to Common Excavation.

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

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

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

Some material may require additional characterization prior to disposal. Provide for the temporary stockpiling of up to 200 cubic yards of contaminated soil on-site that require additional characterization. Construct and maintain a temporary stockpile of the material in accordance to NR 718.05(3), including, but not limited to, placement of the contaminated soil/fill material on an impervious surface and covering the stockpile with impervious material to prevent infiltration of precipitation. The department's environmental consultant will collect representative samples of the stockpiled material, laboratory-analyze the samples, and advise the contractor, within 10 business days of the construction of the stockpile, of disposal requirements. The stockpiled material shall be disposed either at the WDNR-licensed disposal facility by the contractor or, if characterized as hazardous waste, by the department. As an alternative to temporarily stockpiling contaminated soil/fill

material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such soil is encountered until such time as characterization is completed.

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

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

#### **D** Measurement

The department will measure Excavation, Hauling, and Disposal of Contaminated Soil in tons of contaminated soil accepted by the treatment and disposal facility as documented by weight tickets generated by the treatment and disposal facility. Load tickets must be delivered to the engineer within 10 business days of the date on which the soil was accepted by the treatment and disposal facility.

#### E Payment

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

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

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

# 18. 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
≤ 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
	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>

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

[2] For 3-inch material, obtain samples at load-out.

- [3] If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun
- 3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
- 4. Department verification testing is optional for quantities of 6000 tons or less.
- (3) Material represented by a sublot 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 <sup>[1]</sup>
Aggregate Sampling Technician	
Aggregate Assistant Certified Technician (ACT-AGG)	
Aggregate Technician IPP	Aggregate Gradation Testing,
Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Fractured Particle
	Testing, Aggregate Liquid
	Limit and Plasticity Index
	Testing

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.

- 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	<b>AASHTO</b>	T 27
Material finer than the No. 200 sieve.	AASHTO	T 11

- 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

- 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.

301-020 (20100709)

# 19. Precast Concrete Box Culvert, 2.5 FT Wide x 1.17 FT High, Item 504.2000.S.01; 2.5 FT Wide x 1.58 FT High, Item 504.2000.S.02; 5 FT Wide x 3 FT High; Item 504.2000.S.03; 12 FT Wide x 3 FT High, Item 504.2000.S.04.

## A Description

This special provision describes furnishing and installing precast concrete box culverts of the size and length shown on the plans, and in accordance to the requirements of the standard specifications and as hereinafter provided.

#### **B** Materials

Provide materials and fabricate Precast Concrete Box Culvert in accordance to Precast Reinforced Concrete Box Sections for Culverts, Storm Drains and Sewers AASHTO Designation M259 or ASTM C1433, except that the concrete mixture shall contain not less than 565 pounds of Portland cement, blended cement or Portland cement plus pozzolanic admixture per cubic yard. Slab thickness, areas of reinforcement, and other details shall be as shown on the plans.

#### C (Vacant)

#### **D** Measurement

The department will measure Precast Concrete Box Culvert, 2.5 FT Wide x 1.17 FT High, Item 504.2000.S.01; 2.5 FT Wide x 1.58 FT High, Item 504.2000.S.02; 5 FT Wide x 3 FT High; Item 504.2000.S.03; 12 FT Wide x 3 FT High, Item 504.2000.S.04, completed in accordance to the contract and accepted, in length by the linear foot in place. The box culvert will be measured on the centerline of the box along the flow line.

#### **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
504.2000.S.01	Precast Concrete Box Culvert, 2.5 FT x 1.17 FT High	LF
504.2000.S.02	Precast Concrete Box Culvert, 2.5 FT x 1.58 FT High	LF
504.2000.S.03	Precast Concrete Box Culvert, 5 FT x 3 FT High	LF
504.2000.S.04	Precast Concrete Box Culvert, 12 FT x 3 FT High	LF

Payment is full compensation for furnishing, hauling and placing the box, including joint ties, and mastic.

# **20.** Railing Pipe, Item 513.2050.S.

#### **A Description**

This special provision describes furnishing and installing a pipe railing system for pedestrians as shown on the plans, and according to the applicable provisions of standard spec 513 and as hereinafter provided.

#### **B** Materials

#### **B.1** General

Provide materials meetings the requirements as shown on the plans and the applicable sections of the standard specifications as follows:

Steel Railings: Standard spec 513.2 Welding Materials: Standard spec 513.3.6

Painting: Standard spec 517.2 and 517.3

Prior to fabrication, blast clean steel per SSPC-SP 6. Grind the welded joints to a smooth finish where shown in the plans.

Steel preparation includes the chamfering of sharp edges. Flatten all sharp edges by a single pass of a grinder or suitable device along the sharp edge. Condition any thermal cut edges to be painted before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed in accordance to AASHTO M 160 prior to blast cleaning.

Epoxy paint coating system shall be in accordance to epoxy paint coating system for structural steel, as shown on the department's approved list.

#### **B.2** Painting

Clean all surfaces per SSPC-SP1 to remove, chlorides, sulfates zinc salts, oil, dirt, organic matter and other contaminants. The cleaned surface should then be Brush Blast Cleaned per SSPC-SP7 to create a slight angular surface profile (1.0 - 1.5 mils suggested) for adhesion.

#### **B.2** Color

Provide a finished color for the coating system for railing matching Federal Color 37140 (Black).

#### **C** Construction

Provide shop drawings in accordance to the requirements of standard spec 506.3.2. Shop drawings shall contain material sizes and types, weld sizes and locations, and all necessary details, dimensions, and information to allow fabrication of the fence in conformance with the requirements of the contract. Do not begin fabrication prior to shop drawing review and acceptance by the engineer.

During construction and at the time of delivery the engineer will inspect the railing sections for proper fabrication and painting. The engineer will accept the product after the delivery is unloaded on the site. After the product is unloaded, the installation contractor shall signify in writing that the railing was received in acceptable condition per the engineer's inspection. Any damage to the railing after the acceptable delivery will be the responsibility of the installation contractor.

Complete all welding in accordance to the applicable requirements of standard spec 506. No field welding, field cutting, or drilling will be permitted without the approval of the engineer.

Take special care during construction to minimize the number and size of touch-up spots. Follow the manufacturer's recommendations for damaged area repairs. The engineer will approve the field paint appearance prior to final acceptance.

Provide the engineer with the name, address, and phone number of a representative of the railing fabricator for coordination.

During handling, protect finish coating from damage. If damaged during handling the railing may be rejected by the engineer or engineer may direct fabricator that the finish shall be repaired in accordance to the manufacturer's recommendations.

#### **D** Measurement

The department will measure Railing Pipe in length by the linear foot along the top rail.

#### E Payment

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

ITEM NUMBER DESCRIPTION UNIT 513.2050.S Railing Pipe LF

Payment is full compensation for furnishing all materials; installing all materials; and painting.

513-005 (20030820)

# 21. Wall Modular Block Gravity, Item 532.0200.S.

#### **A Description**

This special provision describes designing, furnishing materials, and erecting a permanent earth retention system in accordance to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years.

#### **B** Materials

## **B.1 Proprietary Modular Block Gravity Wall Systems**

The department specifies approved modular block gravity wall products on the department's approved products list.

Proprietary wall systems may be used for this work, but must conform to the requirements of this specification and be pre-approved for use by the departments' Bureau of Structures, Structures Development Section. The name of the companies supplying pre-approved material shall be furnished within 25 days after the award of contract. The department maintains a list of pre-approved systems of retaining walls. To be eligible for use on this

project, a system must have been pre-approved and added to that list prior to the bid opening date.

Applications for pre-approval may be submitted at any time. Applications must be prepared in accordance to the requirements of chapter 14 of the department's Bridge manual. Information and assistance with the pre-approval process can be obtained by contacting the Structures Development Section in Room 601 of the Hill Farms State Transportation Building in Madison or by calling (608) 266-8494.

#### **B.2 Design Requirements**

It is the responsibility of the contractor to supply a design and supporting documentation as required by this special provision for review by the department to show that the proposed wall design is in compliance with the design specifications. The following shall be submitted to the engineer for review and acceptance no later than 21 days before wall construction will begin.

The design/shop plans shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the project identification number and structure number. Design calculations and notes shall be on  $8\frac{1}{2}$  inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans and calculations shall be signed, sealed, and dated by a professional engineer licensed in the State of Wisconsin. Four copies of the shop drawings and two copies of the design calculations and supporting materials shall be submitted.

The design of the Modular Block Gravity Wall shall be in conformance to the latest edition of the AASHTO Standard Specifications for Highway Bridges including interim specifications, the standard specifications, and standard engineering design procedures as determined by the department. The design must include analyses that clearly show the factors of safety for overturning, sliding, and soil bearing stress. The width of the modular block from front face to back face of the wall shall be given in the design computations and shown on the wall shop drawings.

The minimum embedment to the bottom of the modular block shall be 1 foot 6 inches, or as specified in the plan.

#### **B.3** Wall System Components

Materials furnished under this contract shall conform to the requirements hereinafter provided.

#### B.3.1 Backfill

Wall Backfill, Type A, shall comply with the requirements for coarse aggregate No. 1 as given in standard spec 501.2.5.4. All backfill placed within a zone from the base of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

A layer of Geotextile Fabric Type "DF" (Schedule B) shall be placed vertically between the retained soil and the Type A backfill. The geotextile fabric shall extend from the top of the leveling pad to 6 inches below the surface of the retained soil. The geotextile shall then wrap across the top of the Type A backfill to the back of block wall facing.

#### **B.3.2** Wall Facing

Provide wall facing units that consist of precast modular concrete blocks. All units shall incorporate a mechanism or devices that will develop a mechanical connection between vertical block layers. Units that are cracked, chipped or have other imperfections in accordance to ASTM C1372 or excessive efflorescence shall not be used within the wall. A single block type and style shall be used throughout each wall. The color and surface texture of the block shall be as given on the plan, or chosen by the engineer.

The top course of facing units shall be a solid precast concrete unit designed to be compatible with the remainder of the wall. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material. A formed cast-in-place concrete cap may also be used to finish the wall. A cap of this type shall be designed to have texture, color, and an appearance that complements the remainder of the wall. The vertical dimension of the cap shall not be less than  $3\frac{1}{2}$  inches. Expansion joints shall be placed in the cap to correspond with each 24-inch change in vertical wall height or at a maximum spacing of 10 feet. Concrete for all cast-in-place caps shall be Grade A and shall conform to the requirements of standard spec 501.3.

Block dimensions may vary no more than  $\pm 1/8$  inch from the standard values published by the manufacturer, in accordance to ASTM C1372. Blocks must have a minimum depth (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. Also the minimum allowed thickness of any other portion of the block is 2 inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

Cementitious materials and aggregates for modular blocks shall conform to the requirements of ASTM C1372 section 4.1 and 4.2. Modular blocks shall meet the following requirements:

Test	Method	Requirement
Compressive Strength (psi)	ASTM C140	5000 min.
Water Absorption (%)	ASTM C140	6 max.
Freeze-Thaw Loss (%)	ASTM	
40 cycles, 5 of 5 samples	$C1262^{(1)}$	$1.0  \text{max.}^{(2)}$
50 cycles, 4 of 5 samples		1.5 max. <sup>(2)</sup>

(1) Test shall be run using a 3% saline solution.

All blocks shall be certified as to strength, absorption, and freeze-thaw requirements unless, due to contract changes after letting, certified blocks are not available when required. At the time of delivery of the certified blocks, furnish the engineer a certified test report from a department-approved independent testing laboratory for each lot of modular blocks. The certified test report shall clearly identify the firm conducted the sampling and testing, the type of block, the date sampled, name of the person conducting the sampling, the represented lot, the number of blocks in the lot, and the specific test results for each of the stated requirements of this specification. A lot shall not exceed 5000 blocks. The certified test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting certified test reports will be rejected and shall be removed from the project at the contractor's expense.

A department-approved independent testing laboratory shall control and conduct all modular block sampling and testing for certification. Prior to sampling, the manufacturer's representative shall identify all pallets of modular blocks contained in each lot. All pallets of blocks within the lot shall be numbered and marked to facilitate random sample selection. The representative of the independent testing laboratory shall identify five pallets of blocks by random numbers and shall then select one block from each of these pallets. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory. All pallets of blocks within a lot shall be strapped or wrapped to secure the contents and tagged or marked for identification. The engineer will reject any pallet of blocks delivered to the project without intact security measures. The contractor shall remove all rejected blocks from the project at no expense to the department.

The department may conduct testing of certified or non-certified modular blocks lots delivered to the project. The department will not do freeze-thaw testing on blocks less than 45 days old. If a random sample of five blocks of any lot tested by the department fails to meet any of the requirements of this specification (nonconforming), the contractor shall remove from the project site all blocks from the failed lot that have not been installed in the finished work, at no cost to the department, unless the engineer allows otherwise. Nonconforming blocks installed in the finished work will be considered approved by the department as stated in standard spec 106.5(2) and any adjustment to the contract price will not exceed the price of the blocks charged by the supplier.

<sup>(2)</sup> Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable

#### **B.3.3** Leveling Pad

For all walls over 5 feet tall measured from the top of the leveling pad to the top of the wall, the wall leveling pad shall consist of a poured concrete masonry pad made from Grade A concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for class II concrete as specified in standard spec 716. The depth of the leveling pad shall be as shown on the plans or 6-inches minimum. The leveling pad shall be as wide as the blocks plus 6-inches. Six inches of leveling pad shall extend beyond the front face of the blocks. The bottom of the blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad. A concrete leveling pad shall be used for the entire length of the wall. All walls with a Structure Number assigned (such as R-XX-XXX) shall be built using the concrete leveling pad given above. The leveling pad shall step to follow the general slope of the ground line. The leveling pads steps shall keep the bottom of the wall within one block's thickness of the minimum embedment, i.e. minimum embedment plus up to the thickness of one block. Additional embedment may be detailed but will not be measured for payment.

On walls less than or equal to 5 feet in height without a wall number assigned, a compacted leveling pad made from base aggregate dense 1½ inch as given in standard spec 305 may be used. The depth of the aggregate leveling pad shall be as shown on the plans or 12-inches minimum. The aggregate leveling pad shall be as wide as the blocks plus 12 inches with 12 inches of pad extending beyond the front face of the wall.

#### **C** Construction

#### C.1 General

Construct the modular block gravity wall in accordance to the manufacturer's instructions, at the locations and to the dimensions shown on the plan and as directed by the engineer. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the front face of the wall.

Place materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth. Backfilling shall closely follow erection of each course of wall facing units.

Compact each layer of wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units. At no expense to the department, correct any such damage or misalignment as directed by the engineer.

Do not operate tracked or wheeled equipment within 3 feet of the back face of the blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

After construction of the wall, restore the surrounding area located above and below all precast block retaining wall sites to its original condition and to the finished details on the plans.

#### **C.2** Geotechnical Information

Geotechnical data to be used in the design of the wall is given on the wall plan. The allowable soil bearing capacity is given on the plan. After completion of excavation, the department's Regional Soils Engineer will inspect the site and determine if the foundation is adequate for the intended loads. Allow the region's Soils Engineer two working days to perform the inspection.

#### **D** Measurement

The department will measure Wall Modular Block Gravity in area by the square foot of face on a vertical plane between the top of the leveling pad and a line indicating the top of wall including wall cap or copings as required and shown on the plans. Unless directed by the engineer, wall area constructed above or below these limits will not be measured for payment.

#### E Payment

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

ITEM NUMBER DESCRIPTION UNIT 532.0200.S Wall Modular Block Gravity SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of surplus materials; supplying all necessary wall components to produce a functional system including cap and copings; constructing the retaining system; providing backfill, backfilling, and compacting the backfill; and furnishing and installing geotextile fabric. Parapets, railings, and other items above the wall cap or coping will be paid for separately.

Any required topsoil, fertilizer, seeding or sodding and mulch will be paid for at the contract unit price of topsoil, fertilizer, seeding or sodding and mulch, respectively. 532-030 (20120615)

# 22. Adjusting Manhole Covers.

This work shall be according to the pertinent provisions of standard spec 611, as shown on the plans, and as hereinafter provided.

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

manhole cover to final grade. The department will measure and pay for the items of asphaltic pavement mixture, temporary cover plate, milling, and paving separately.

Revise standard spec 611.3.7 by deleting the last paragraph.

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

If the manhole frame is higher than the adjacent pavement, the two measurements shall be made at each end of the straightedge. These two measurements shall be averaged. The same criteria for acceptance and payment as above, shall apply. 611-005 (20030820)

# 23. Insulation Board Polystyrene, 2-Inch, Item 612.0902.S.01.

#### **A Description**

This special provision describes furnishing and placing polystyrene insulation board 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 project engineer.

#### C (Vacant)

#### **D** Measurement

The department will measure Insulation Board Polystyrene (size) by area in square yards 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
612.0902.S.01	Insulation Board Polystyrene 2-Inch	SY

Payment is full compensation for furnishing all excavation; and for furnishing and placing the insulation board. 612-005 (20030820)

# 24. Fence Safety, Item 616.0700.S.

#### **A Description**

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

#### **B** Materials

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

Furnish fence fabric meeting the following requirements.

Color: International orange (UV stabilized)

Roll Height: 4 feet

Mesh Opening: 1 inch min to 3 inch max

Resin/Construction: High density polyethylene mesh Service Temperature: -60° F to 200° (ASTM D648)

Tensile Yield: Avg. 2000 lb per 4 ft. width (ASTM D638) Ultimate Tensile Strength: Avg. 3000 lb per 4 ft. width (ASTM D638)

Elongation at Break (%): Greater than 100% (ASTM D638) Chemical Resistance: Inert to most chemicals and acids

#### **C** Construction

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

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

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

#### **D** Measurement

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

#### E Payment

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

ITEM NUMBER DESCRIPTION UNIT 616.0700.S. Fence Safety LF

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

616-030 (20070510)

# 25. Landscape Planting Surveillance and Care Cycles.

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$200.00 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period. 632-005 (20070510)

#### 26. Concrete Bases.

Supplement standard spec 654.3 as follows:

Do not construct concrete bases until the adjacent roadway curb and gutter is completed.

*Remove standard spec 654.2.1(3) and replace with the following:* 

Anchor rods, nuts, washers and templates shall be furnished by the pole manufacture per the Standard Detail Drawing for Concrete Base Type 10 and Concrete Base Type 13.

# 27. Black Traffic Signal Faces.

#### A Description

This provision requires the components of the Lighting and Traffic Signal Units to be painted black.

*Modify standard spec 658.2.2.2 (1) to say:* 

Furnish Polycarbonate resin housings, doors, visors and backplates. Use black colored housings and dull black door faces, visors and backplates. Ensure that the door is sized for 12-inch nominal diameter lenses and held shut with eyebolts secured with wing nuts. Use cut away or tunnel type visors as the plans show. Use flat backplates the project 5 inches beyond all sides of the signal housing.

*Modify standard spec 658.2.3.2 (1) to say:* 

Furnish Polycarbonate resin housings, doors, and visors. Use black colored housings and dull black door faces and visors. For 16-inch heads, mount a z-crate visor and gasket to the door with stainless steel tabs. Drill the housing for top and bottom pipe mounting.

28. Temporary Traffic Signal (Iowa and Main), Item 661.0200.01; Temporary Traffic Signal (Wisconsin and Main); Item 661.0200.02, Temporary Traffic Signal (Blackhawk and Main), Item 661.0200.03.

#### **A Description**

Work under this item consists of furnishing and installing Temporary Traffic Signals at the three listed locations. The temporary signalized intersections are off the project limits, on the marked detour route. The use of portable or trailer mounted signals maybe required due to existing obstructions including overhead power lines, buildings, retaining walls, signs and decorative concrete pavement. Removal of any concrete sidewalk would be considered incidental to the installation of the temporary poles, if used. The replacement of the concrete would be paid for under existing contract items.

#### **B** Materials

Provide 2 far indications for each approach leg at all three intersections. The intersections will need to be capable of being interconnected for coordination purposes. This can be done via wireless or time clock.

#### C (Vacant)

#### **D** Measurement

The department will measure each Temporary Traffic Signal as Lump Sum, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
661.0200.01	Temporary Traffic Signal (Iowa and Main)	LS
661.0200.02	Temporary Traffic Signal (Wisconsin and Main)	LS
661.0200.03	Temporary Traffic Signal (Blackhawk and Main)	LS

Payment is full compensation for providing and installing all materials, including signal heads, signal controller, cabinet, and all other items necessary for a full operations traffic signal.

# 29. Pea Gravel Stone Mulch, Item SPV.0035.01.

#### A Description

The work shall consist of furnishing and installing pea gravel stone mulch around individual trees under tree grates.

#### **B** Materials

Material shall consist of clean pea gravel and geotextile landscape type weed barrier fabric, water permeable filtration fabric of non-woven polypropylene or polyester fabric, minimum 8 oz. weight.

#### C Construction

Install stone mulch after tree grate frames and trees have been installed and backfilled. Place a layer of weed barrier fabric to fill the opening 4-inches below the bottom of the grate-frame turning up the edge approximately 3-inches a providing a minimum 6-inch

overlap at all seams. Install a 3-inch deep layer of pea gravel over the fabric prior to the installation of the grate.

#### **D** Measurement

The department will measure Pea Gravel Stone Mulch by the cubic yard, acceptably completed. Fabric shall be incidental to the stone mulch item.

#### E Payment

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

Item NumberDescriptionUnitSPV.0035.01Pea Gravel Stone MulchCY

Payment is full compensation for furnishing, transporting, and installing the item.

Weed barrier shall be incidental to the cost to complete the work.

# 30. Red Granite Stone Mulch, Item SPV.0035.02.

#### **A Description**

The work shall consist of furnishing and installing red granite landscape stone mulch in identified planting beds.

#### **B** Materials

Red granite chips. Crushed Red Granite Chips, size range 1" maximum, 3/4" minimum, natural central Wisconsin granite red color range.

Geotextile landscape type weed barrier fabric, water permeable filtration fabric of non-woven polypropylene or polyester fabric, minimum 8 oz. weight.

<u>Polyetheylene Edging</u>: Heavy-duty, commercial-grade black plastic edging. Height 5-inches, straight top, with manufacturer's standard stakes.

#### **C** Construction

Mulching landscape stone areas as indicated: Provide not less than the following thickness of mulch over a continuous layer of weed barrier fabric and finish level with adjacent finish grades. Overlap weed-barrier fabric edges a minimum of 6 inches. Provide 3 inches thickness of stone mulch. Edging: Install plastic edging where stone mulch is indicated according to manufacturer's written instructions. Anchor with manufacturer's standard steel stakes approximately 36-inches apart through base grooves or v-lip edging material.

#### **D** Measurement

The department will measure Red Granite Stone Mulch by the cubic yard, acceptably completed. Weed barrier fabric and plastic edging shall be incidental to the stone mulch quantity.

#### E Payment

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

following bid item:

Item NumberDescriptionUnitSPV.0035.02Red Granite Stone MulchCY

Payment is full compensation for furnishing, transporting, and installing the item.

Weed barrier and edging shall be incidental to the cost to complete the work.

# 31. Shredded Bark Mulch, Item SPV.0035.03.

#### **A Description**

The work shall consist of furnishing and installing shredded bark mulch around individual trees identified.

#### **B** Materials

Shredded Bark or Hardwood (except Walnut) mulch free from deleterious materials and suitable for top dressing around individual trees.

Geotextile landscape type weed barrier fabric, water permeable filtration fabric of non-woven polypropylene or polyester fabric, minimum 8 oz. weight.

#### **C** Construction

Mulching around individual trees: Provide not less than the following thickness of mulch over a continuous layer of weed barrier fabric, and work into top of backfill and finish level with adjacent finish grades:

Overlap weed-barrier fabric edges a minimum of 6 inches.

Provide 4 inches thickness of organic mulch.

Edging: Provide edge cuts around perimeter 5-6 inches deep and extending to the interior of the bed at an approximately 45 degree angle to minimize lawn encroachment. Mulch to be backfilled even with rest of bed

#### **D** Measurement

The department will measure Shredded Bark Mulch by the cubic yard, acceptably completed. Weed barrier fabric shall be incidental to the bark mulch quantity.

#### **E** Payment

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

Item NumberDescriptionUnitSPV.0035.03Shredded Bark MulchCY

Payment is full compensation for furnishing, transporting, and installing the item.

Weed barrier shall be incidental to the cost to complete the work.

32. Connect to Existing Water Main, Item SPV.0060.01; 1-Inch Curb Valve w/ Box, Item SPV.0060.02; 1-Inch Corporation Stop, Item SPV.0060.03; Union to ReConnect Existing Lateral, 1-Inch or Smaller, Item SPV.0060.04; Union to Reconnect Existing Lateral, 2-Inch, Item SPV.0060.05; 2-Inch Curb Valve w/ Box, Item SPV.0060.06; 2-Inch Corporation Stop, Item SPV.0060.07; Gate Valve w/ Box, 4-Inch, Item SPV.0060.08; Gate Valve w/ Box, 6-Inch, Item SPV.0060.09; Gate Valve w/ Box 8-Inch, Item SPV.0060.10; Gate Valve w/ Box 10-Inch, Item SPV.0060.11; Hydrant, Item SPV.0060.12.

#### **A Description**

This work shall include furnishing and installing all water main fittings as noted, and as required to complete the work in accordance to the contract. Work under these items shall be in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, for all water main construction, except as modified in these special provisions.

Connect to existing water main shall include verifying existing conditions and making the necessary connections between existing and proposed water mains as shown on the plans or as required to meet field conditions.

#### **B** Materials

Gate valves shall conform to Chapter 8.27.0. Valves shall be American Flow Control's Series 2500 Ductile Iron, Resilient Wedge, or approved equal. Valve boxes shall conform to Chapter 8.29.0, specified for 7.5-foot bury (or as required for varying depths), and include valve box adaptor, Adaptor, Inc. or equal. Valve box cover shall be marked "WATER".

Fire Hydrants shall conform to Chapter 8.26.0, and shall be Waterous Pacer WB67 or Kennedy Guardian with 5 1/4" valve opening. Hydrants shall have two 2 1/2" openings and one 4 1/2" pumper nozzle, shall be for 7.5' bury, and have a ground line breakable flange. Hydrant color shall be Red, original manufacturer enamel coating.

Corporation stops shall comply with Chapter 8.30.0, and shall be Mueller H-15008 or Ford Type F-1000-Q, compression type.

Curb Valves shall comply with Chapter 8.31.0, and shall be Mueller H-15155 or Ford B44-444M-Q, compression type.

Service Boxes shall comply with Chapter 8.25.0, Extension Type, Minneapolis Pattern.

#### **C** Construction

Electrical conductivity across joints and fittings shall be provided according to the manufacturer's recommendations. Conductivity devices may be cable bond type or a copper conductivity strip. Either shall be capable of carrying 500 amperes continuously.

Metal wedges are not permitted. Lead-tipped rubber gaskets or lead-caulked joints are not permitted.

Hydrants shall be restrained to tee with concrete buttresses and lugged retainer glands. Hydrants shall be installed such that the pumper nozzle is 18" to 23" above finished ground elevations.

Valve boxes shall be set such that the top section is between ½" and ½" below the pavement grade. Valve boxes installed outside of paved roadways shall be painted blue and marked with a steel fence post or a treated wood 4x4 post extending a minimum of 6' above ground elevation.

For fittings, hydrants, valves and shortened pipe sections where cable bond type or copper conductivity type continuity devices are not provided by the manufacturer the contractor shall field weld a lug onto the fitting, hydrant, valve or shortened pipe section and shall field install a strip or cable capable of carrying 500 amperes continuously between the sections. Cable bonds or copper conductivity strips may be installed around such fittings, valves or shortened pipe sections; but hydrants shall be equipped with continuity devices.

Contractor shall be equipped with varying types and sizes of fittings to accommodate the types of connections that may be required due to varying existing conditions.

Contractor shall coordinate with the City Water Department for operation of existing valves and hydrants.

#### **D** Measurement

The department will measure Gate Valve W/ Box, 4-Inch, Gate Valve W/ Box, 6-Inch, Gate Valve W/ Box, 8-Inch, and Gave Valve w/ Box, 10-Inch as each individual Gate Valve of the size specified, acceptably completed.

The department will measure Hydrants as each individual Hydrant, acceptably completed.

The department will measure 1-Inch Corporation Stop and 2-Inch Corporation stop as each individual corporation stop of the size specified acceptably completed.

The department will measure 1-Inch Curb Valve with Box and 2-Inch Curb Valve with Box as each individual curb valve with box of the size specified, acceptably completed.

The department will measure Union to Reconnect Existing Lateral, 1-Inch or Smaller and Union to Reconnect Existing Lateral, 2-Inch as each individual union to reconnect existing lateral of the size specified, acceptably completed. The cost to connect to the existing lateral will be considered incidental to the cost of the Union to Reconnect Existing Lateral.

The department will measure Connect to Existing Water Main as each individual connect to existing water main, acceptably completed.

#### E Payment

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

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ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Connect to Existing Water Main	Each
SPV.0060.02	1-Inch Curb Valve w/ Box	Each
SPV.0060.03	1-Inch Corporation Stop	Each
SPV.0060.04	Union to Reconnect Existing Lateral,	Each
	1-Inch or Smaller	
SPV.0060.05	Union to Reconnect Existing Lateral, 2-Inch	Each
SPV.0060.06	2-Inch Curb Valve w/ Box	Each
SPV.0060.07	2-Inch Corporation Stop	Each
SPV.0060.08	Gate Valve w/ Box, 4-Inch	Each
SPV.0060.09	Gate Valve w/ Box, 6-Inch	Each
SPV.0060.10	Gate Valve w/ Box, 8-Inch	Each
SPV.0060.11	Gate Valve w/ Box, 10-Inch	Each
SPV.0060.12	Hydrant	Each

Payment is full compensation for furnishing all material, labor, bedding, excavation, backfilling, disposal of surplus and unsuitable material, complete as per plans and specifications.

33. Connect to Existing Sanitary Sewer, Item SPV.0060.13; Sanitary Wye, 8-Inch x 4-Inch, PVC, Item SPV.0060.14; Sanitary Wye, 8-Inch x 6-Inch, PVC, Item SPV.0060.15; Connect Lateral w/ Flexible Connector, Item SPV.0060.16; Tracer Wire Access Box, Item SPV.0060.18.

#### A Description

Work under these items shall be in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, for all sanitary sewer construction, except as modified in these special provisions.

#### **B** Materials

Sanitary sewer fittings shall be PVC and conform to Chapter 8.10.0. Connection to existing sanitary sewers shall be completed within the trench with a flexible connector, Fernco or equal.

Tracer Wire Access Boxes shall be a Taylor P200NFG or Valvoo CP Test Mini-box with "Sewer" stamped line and tracer wire connection holes with stainless steel bolts. Lid shall have a standard pentagon head key.

#### **C** Construction

Construction shall conform to pertinent chapters of Part III. Class C (ASTM C12) bedding shall be used for all sanitary sewers. Tracer wire shall be installed along service laterals as specified in Chapter 2.11.0. Tracer wire shall be brought up to a tracer wire access box when a water lateral is more than 5 feet away from the sewer lateral. When the water

lateral is less than 5 feet away from the sewer lateral, the tracer wire shall be brought up to the water lateral service box. Backfill under roadway areas shall comply with standard spec 520.3.4.1 (maximum 12-inch compacted lifts).

#### **D** Measurement

The department will measure Connect to Existing Sanitary Sewer as each individual Reconnect to Existing Sanitary Sewer, acceptably completed.

The department will measure Sanitary Wye, 8-Inch x 4-Inch, PVC as each individual Sanitary Wye, 8-Inch x 4-Inch, PVC, acceptably completed.

The department will measure Sanitary Wye, 8-Inch x 6-Inch, PVC as each individual Sanitary Wye, 8-Inch x 8-Inch, PVC, acceptably completed.

The department will measure Connect Lateral w/ Flexible Connector as each individual Reconnect Lateral w/ Flexible Connector, acceptably completed.

The department will measure Tracer Wire Access Box as each individual Tracer Wire Access Box, acceptably completed.

#### **E** Payment

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

ITEM NUMBER	DESCRIPTION		UNIT
SPV.0060.13	Connect to Existing Sanitary Sewer	Each	
SPV.0060.14	Sanitary Wye, 8-Inch x 4-Inch, PVC		Each
SPV.0060.15	Sanitary Wye, 8-Inch x 6-Inch, PVC		Each
SPV.0060.16	Connect Lateral w/ Flexible Connector		Each
SPV.0060.18	Tracer Wire Access Box		Each

Payment is full compensation for all labor, material, equipment, dewatering, trenching, backfilling, compaction testing, pipe testing, pressure testing, material for backfilling, disposal of surplus and unsuitable material, complete as per plans and specifications subject to the City of Prairie du Chien Municipal Utilities and the engineer's approval.

# 37. Sanitary Sewer Manhole, 48-Inch, Precast Concrete w/Casting, Item SPV.0060.17.

#### A Description

Work under these items shall be in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, for all sanitary sewer construction, except as modified in these special provisions.

#### **B** Materials

Manholes shall conform to Chapter 8.39.0. Castings shall conform to Chapter 8.48.0 and plan detail. Manholes shall be 48-inch diameter (ID) precast concrete.

Castings shall be non-rocking, Neenah Foundry R-1550-LM self sealing with 9" frame and solid gasketed lid.

#### C Construction

Construction shall conform to pertinent sections of Part III. Final rim elevations shall be 1/4" to 1/2" below final grade in asphalt pavement and at final grade in concrete pavement and in grass. Adjustment rings shall not exceed 12 inches.

#### **D** Measurement

The department will measure Sanitary Sewer Manhole, 48-Inch Precast Concrete w/ Casting as each individual sanitary sewer manhole, 48-inch, acceptably completed.

#### E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.17 Sanitary Sewer Manhole, 48-Inch, Precast Concrete, w/ Casting

Payment is full compensation for all labor, material, equipment, dewatering, trenching, backfilling, compaction testing, material for backfilling, disposal of surplus and unsuitable material off the site, complete as per plans and specifications subject to the Municipal Utilities and the engineer's approval.

38. Perennial, Rough Blazing Star #1 Container, Item SPV.0060.19; Perennial, Black-Eyed Susan #1 Container, Item SPV.0060.20; Perennial, Prairie Dropseed #1 Container, Item SPV.0060.21; Perennial, Canyon Blue Leaf Willow #3 Container, Item SPV.0060.22; Perennial, Blue Forest Juniper #3 Container, Item SPV.0060.23; Perennial, Taunton Yew, #3 Container, Item SPV.0060.24; Perennial, Smooth Blue Aster #1 Container, Item SPV.0060.33.

#### **A Description**

The work under this item shall be in accordance to the plans, standard spec 632 and as hereinafter provided. This section includes additional or modification of requirements for perennial plantings.

Quality Assurance: Landscape work shall be done by a single firm specializing in landscape work.

Source Quality Control: Do not make substitutions. If specified landscape material is not obtainable, submit proof of non-availability to the engineer, together with proposal for use of equivalent material.

- **A.1** Provide protective covering during delivery.
- **A.2** Deliver perennials after preparations for planting have been completed and plant immediately. In healing in, all bundles must be opened and the plants separated before the roots are covered, and care shall be taken that no air pockets remain among the roots.
- **A.3** Do not remove container-grown stock from containers until planting time.
- **A.4** If planting is delayed more than 6 hours after delivery, set plants in shade, protect from weather and mechanical damage, and keep roots moist with mulch covering, burlap or other acceptable means of retaining moisture.
- **A.5** Water root systems of plants stored on site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.

#### **B** Materials

All plants shall be grown within the State of Wisconsin, Iowa, or Illinois located within zone 4 of the "United States Department of Agriculture Plant Hardiness Zone Map", most recent revision, unless otherwise approved by the engineer.

A list of sources for plants shall be furnished in accordance to standard spec 632.2.2.8 before planting begins for fall planted plants and before March 15, of the following year for spring planted plants. All sources will be subject to verification by the engineer.

#### C Construction

Planting Layout: Standard spec 632.3.3 shall be amended as follows: Contractor shall lay out plant locations for multiple plantings by lath staking or flagging. Secure engineer's approval before planting. Make minor adjustments as may be required.

Planting. Planting shall follow the procedure contained in standard specs 632.3.7 through 632.3.17. Except standard spec 632.3.7 shall be amended as follows: Plant holes shall be backfilled with a three-to-one (3:1) mixture of topsoil to peat humus compost. Soil shall also be amended to maintain a pH level of between 6.5 and 7.4; 2.

Plant or install materials during normal planting seasons for each type of material required or as approved by the engineer.

Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.

Plant shrubs after final grades are established and prior to seeding or sodding unless otherwise acceptable to the engineer. If planting occurs after seeding, contractor shall be responsible for protection of these areas and for promptly repairing any damage caused by planting operations.

#### **D** Measurement

The department will measure Perennials, Smooth Blue Aster, Container, #1; Rough Blazing Star, Container, #1; Black-Eyed Susan, Container, #1; Prairie Dropseed, Container, #1, Canyon Blue Leaf Willow, Container, #3, Blue Forest Juniper, Container, #3, Taunton Yew, Container, #3 per each acceptably installed.

#### **E** Payment

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

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ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.19	Perennial, Rough Blazing Star, #1 Container	Each
SPV.0060.20	Perennial, Black-Eyed Susan, #1 Container	Each
SPV.0060.21	Perennial, Prairie Dropseed, #1 Container	Each
SPV.0060.22	Perennial, Canyon Blue Leaf Willow, #3 Container	Each
SPV.0060.23	Perennial, Blue Forest Juniper, #3 Container	Each
SPV.0060.24	Perennial, Taunton Yew, #3 Container,	Each
SPV.0060.33	Perennial, Smooth Blue Aster, #1 Container,	Each

Payment is full compensation for furnishing, transporting, and installing the perennials.

# 39. Flagpole, Illuminated, Item SPV.0060.25.

#### A Description

This work shall consist of furnishing and installing an illuminated flagpole as shown on the plans or as directed by the engineer.

#### **B** Materials

Flagpole shall include the following components:

- Taped aluminum flagpole of 6063T6 aluminum, wall thickness 0.188-inches, 3-1/2-inch to 7-inch taper; with 100 grit polish finish; Bolted base connection. Pole shall have breakaway capability. Exposed height as indicated on details on drawings.
- 8"- 14 gauge spun aluminum ball finial, gold anodized.
- Exposed halyard assembly including single cast aluminum sheave truck revolving, non-fouling type #10 poly halyard.
- 1-9" aluminum cleat.
- Aluminum collar over bolt assembly.
- Flag minimum 72" x 96" size provide of the following U.S. Flag, Wisconsin State Flag, City of Prairie du Chien Flag (custom)
- Flag shall be illuminated with minimum 2 light fixtures mounted on pole approximately mid-way up pole (minimum 15-feet). Light fixtures shall include the following components:
- Acceptable manufacturer: Beacon Products, Bradenton Florida; 1-800-345-4928; www.beaconproducts.com
- LED source 12 LED array a 520mA, 24 watt, and driver. Driver rated for minimum 100,000 hours, LED source minimum 50,000 hours.

- Flood distribution suitable for flag display.
- Luminaire with die cast aluminum housing designed for maximum heat dissipation
  of LED light source and suitable for commercial, outdoor location. Finish gray.
  Yoke mount to vertical, round surface and to allow adjustable directional angle of
  fixture (360 deg) with final position set by tightening bolts on either side of
  luminaire housing.
- Include ground-mounted NEMA 4X junction box, fuse breaker, and photo-cell to allow for dusk to dawn operation.
- Provide complete system including all wiring, conduit, devices, and enclosures necessary for a fully operational system. System shall operate at -40 deg F to +165 deg F.

#### **C** Construction

Assemble and install flagpole per manufacturer's instructions. Install on 60" deep WDOT Type 7 concrete base or as approved by manufacturer. Provide conduit in base to pole mounted lights per detail on drawing. Provide circuit conduit and wiring to pole lights from adjacent streetlight through pull box as shown on the plans or as directed by the engineer.

#### **D** Measurement

The department will measure Flagpole, Illuminated per 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 NumberDescriptionUnitSPV.0060.25Flagpole, IlluminatedEach

Payment is full compensation for furnishing, transporting, and installing the illuminated flagpole and for complete installation of the entire assembly. WDOT Type 7 concrete base, pull box and circuit conduit and wiring to pole lights from adjacent streetlight shall be incidental to the cost to complete the work.

# 39. Decorative Luminaire and Pole Assembly 14-FT, Item SPV.0060.28.

#### A Description

This special provision describes the 14-foot decorative street light assembly installation and includes the pole, luminaire, festoon receptacle and associated appurtenances. Luminaire and pole assembly manufactured by Sternberg Lighting; contact Dustin Blotz with Enterprise Lighting at (608) 354-1540.

#### **B** Materials

Fixture: Sternberg Lighting catalog no. D650SRLED/PT/2514FP5/6ARC-T3-3500/SCO-GFB/CFH/1-DBA/BKT. Description: LED ornate luminaire, convex cast round housing painted black; black painted cast-aluminum ornamental finial, internal louver with type III symetric distribution pattern, and Mogul lamp base. Accessories shall include

manufacturer's standard banner arms (20-inches wide by 40-inches height for 18 by 36 banners), and manufacturer's clamp-on flagpole holder.

Pole with duplex festoon receptacle: Sternburg Lighting with GFI breaker in pole base. Description: Prefabricated ornate 14-foot decorative aluminum pole, with decorative anchor base, black painted finish. Accessories to include duplex festoon receptacle, and tenon suitable for luminaire attachment.

Materials shall include #12 AWG wire and associated hardware for separate branch circuits for 240V single-phase supply to luminaire and 120V single-phase supply to festoon outlet. Include wire and materials for grounding and bonding.

#### **C** Construction

Physical and electrical installations shall comply with the plans and details as well as applicable codes and standards. Poles shall not be set until concrete foundation bases have been allowed to cure for minimum of seven days. Poles shall be set true and plumb.

#### **D** Measurement

The department will measure Decorative Luminaire and Pole Assembly 14-FT as each individual unit, completed and accepted.

# E Payment

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

Item NumberDescriptionUnitSPV.0060.28Decorative Luminaire and Pole Assembly 14-FTEach

Payment is full compensation for providing and complete installation of the entire assembly. Included in this item is the entire fixture assembly including pole base, pole, luminaire, tenon, festoon receptacle, and all associated materials and labor for mounting and wiring.

# 40. Concrete Decorative Light Base, Item SPV.0060.29.

#### **A Description**

This special provision describes the concrete base for Decorative Luminaire and Pole Assembly, 14-FT, Item SPV.0060.28 to be installed as indicated on the plans and details at each decorative light fixture location for the purpose of supporting the associated pole and luminaire assemblies.

#### **B** Materials

Each base shall be constructed of concrete and steel reinforcing rod and rebar as shown on plan detail. Each unit shall include 1 ½" inch ID SCH 40 PVC conduit stubbed out horizontally from the side of the cast concrete base and routed up inside the cast base to the location of pole base mounting. Base anchor bolts shall be hot dipped galvanized "L" type, sized per manufactures requirements. Contractor shall obtain correct bolt pattern template from pole manufacturer prior to beginning work.

#### C Construction

Installations shall comply with plans and details and with applicable codes and standards. Each base shall be installed round, vertically plumb, and within 1 inch of the site line of other associated fixture base installations. The top of the base shall extend above ground only as shown on plan details. The top edge shall be chamfered ¾ inch radius. Base shall be cast using fiber form or equivalent. Anchor bolts and conduit for wiring shall be configured to match with pole base openings and mounting configuration.

#### **D** Measurement

The department will measure Concrete Decorative Light Base as each individual unit, acceptably completed.

#### E Payment

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

Item NumberDescriptionUnitSPV.0060.29Concrete Decorative Light BaseEach

Payment is full compensation for furnishing and complete installation of the entire assembly and associated hardware. This shall include reinforcing steel, and anchor bolts. Included in this item are the concrete base installation, including excavation, leveling, grounding, backfilling, and casting.

# 41. Pull Box Assembly, Item SPV.0060.30.

#### A Description

This special provision describes the pull box to be installed as indicated on the plans and details at each decorative light fixture location and pull box location for the purpose of supporting the associated pole and luminaire assemblies.

#### **B** Materials

Each enclosure shall be constructed of polymer concrete and sized as shown on plan detail. Quazite type PT or equal.

Cover shall be heavy duty bolt on using stainless steel bolts.

#### **C** Construction

Installations shall comply with plans and details and with applicable codes and standards. Each box shall be installed vertically plumb, and within 1 inch of the site line of other associated fixture base installations.

#### **D** Measurement

The department will measure Pull Box Assembly as each individual unit, completed and accepted.

#### E Payment

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

Item NumberDescriptionUnitSPV.0060.30Pull Box AssemblyEach

Payment is full compensation for furnishing and complete installation of the entire assembly and associated hardware. This shall include ground rod, conductor splices and taps. Included in this item are pull box, excavation, box leveling, grounding, backfilling, and associated taps and splices.

# **44.** Tree Grate, Item SPV.0060.32.

#### A Description

This work shall consist of furnishing and installing tree grates as shown on the plans or as designated by the engineer.

#### **B** Materials

Tree Grates shall consist of a R-8939 (combination) cast-iron grate and frame – as manufactured by Neenah Foundry, Neenah, WI. No substitutions.

#### C Construction

Installation of tree grates shall conform to the manufacturer's recommendations and per detail shown on the plans. Also refer to stone mulch special provisions for related materials and construction.

#### **D** Measurement

The department will measure Tree Grate as each individual tree grate, acceptably completed.

#### E Payment

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

Item NumberDescriptionUnitSPV.0060.32Tree GrateEach

Payment is full compensation for furnishing, transporting, and installing the tree grates.

# 45. Manhole 4-FT, Special Low Profile, Item SPV.0060.34; Manhole 6-FT, Low Profile, Item SPV.0060.35; Manhole 8-FT, Special Low Profile, Item SPV.0060.36; Inlet 2x3-FT, Special Low Profile, Item SPV.0060.45; Inlet 4-FT, Low Profile, Item SPV.0060.46.

# **A** Description

This special provision describes Low Profile Manholes or Inlets as shown on the plans or as designated by the engineer.

#### **B** Materials

Furnish cast-in-place and precast concrete that is according to the pertinent requirements of standard spec 611.

#### **C** Construction

Due to the low profile of the proposed structures, the concrete for sides and possibly the top cover of the manhole will need to be cast-in-place.

#### **D** Measurement

The department will measure Special Low Profile Manholes and Inlets as each individual unit, acceptably completed.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.34	Manhole 4-FT, Special Low Profile	Each
SPV.0060.35	Manhole 6-FT, Special Low Profile	Each
SPV.0060.36	Manhole 8-FT, Special Low Profile	Each
SPV.0060.45	Inlet 2x3-FT, Special Low Profile	Each
SPV.0060.46	Inlet 4-FT, Special Low Profile	Each

Payment is full compensation for furnishing, transporting, and installing the Low Profile Manholes and Inlets.

# 46. Box with Access Opening, Item SPV.0060.37.

#### A Description

This special provision describes furnishing and installing a 12-Ft Wide x 3-Ft High precast concrete box culvert section with Access Opening as shown on the plans, and in accordance to the requirements of the standard specifications and as hereinafter provided.

#### **B** Materials

Provide materials and fabricate Precast Concrete Box Culvert in accordance to Precast Reinforced Concrete Box Sections for Culverts, Storm Drains and Sewers AASHTO Designation M259 or ASTM C1433, except that the concrete mixture shall contain not less than 565 pounds of Portland cement, blended cement or Portland cement plus pozzolanic admixture per cubic yard. Slab thickness, areas of reinforcement, and other details shall be as shown on the plans.

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#### **D** Measurement

The department will measure Box with Access Opening, 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 NUMBERDESCRIPTIONUNITSPV.0060.37Box with Access OpeningEach

Payment is full compensation for furnishing, hauling and placing the box with access opening, including joint ties, and mastic.

47. Special Manhole 4x8-FT, Item SPV.0060.38; Special Manhole 8x8-FT, Item SPV.0060.39; Special Manhole 8x16-FT, Item SPV.0060.40; Special Manhole 8x15-FT, Item SPV.0060.41; Special Manhole 14x16-FT, Item SPV.0060.42; Special Manhole 16x16-FT, Item SPV.0060.43.

# A Description

This special provision describes Manhole 4x8-FT, Manhole 8x8-FT, Manhole 8x16-FT, Manhole 8x15-FT, Manhole 14x16-FT, and Manhole 16x16-FT as shown on the plans or as designated by the engineer.

#### **B** Materials

Furnish precast concrete or cast-in-place concrete that is according to the pertinent requirements of standard spec 611.

#### **C** Construction

Check clearances of top of manhole cover to proposed subgrade before building to ensure constructability as pre-cast. If top of cover is located above proposed subgrade build sidewall or cover as-needed with cast-in-place concrete or as directed by engineer.

#### **D** Measurement

The department will measure Manhole 4x8-FT, Manhole 8x8-FT, Manhole 8x16-FT, Manhole 8x15-FT, Manhole 14x16-FT, and Manhole 16x16-FT as each individual unit, acceptably completed.

# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.38	Special Manhole 4x8-FT	Each
SPV.0060.39	Special Manhole 8x8-FT	Each
SPV.0060.40	Special Manhole 8x16-FT	Each
SPV.0060.41	Special Manhole 8x15-FT	Each
SPV.0060.42	Special Manhole 14x16-FT	Each
SPV.0060.43	Special Manhole 16x16-FT	Each

Payment is full compensation for furnishing, transporting, and installing Manhole 4x8-Ft, Manhole 8x8-Ft, Manhole 8x16-Ft, Manhole 8x16-Ft, Manhole 14x16-Ft, and Manhole 16x16-Ft

# 48. Connect Pipe to Box, Item SPV.0060.47; 48x12-Inch Tee, Item SPV.0060.48.

# **A Description**

This special provision describes furnishing and installing Connect Pipe to Box and 48x12-Inch Tee as shown on the plans, and in accordance to the requirements of the standard specifications and as hereinafter provided.

#### **B** Materials

For the Connect Pipe to Box item, provide brick masonry and concrete brick or concrete block masonry as specified in standard spec 519.

For the 48x12-Inch Tee, provide a special precast pipe fitting joint conforming to ASTM C76-13a.

#### **C** Construction

For Connect Pipe to Box, saw hole in Box Culvert as needed to accommodate associated pipe. Edges of cut should be uniform and sharp. Mortar between cut edges of Box and non-bell section of concrete pipe.

#### **D** Measurement

The department will measure Connect Pipe to Box and 48x12-Inch Tee, 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.0060.47	Connect Pipe to Box	Each
SPV.0060.48	48x12-Inch Tee	Each

Payment is full compensation for furnishing, hauling and placing Connect Pipe to Box and 48x12-Inch Tee.

# 49. Removing Sign Supports, Item SPV.0060.49; Removing Signs, Item SPV.0060.50; Removing Light Poles, Item SPV.0060.51, Removing Parking Curbs, Item SPV.0060.52; Removing Concrete Bollards, Item SPV.0060.53.

#### **A Description**

This special provision describes Removing Sign Supports (Commercial supports for business signs with varying material type and varying lengths), Removing Signs

(Commercial business signs of varying size), Removing Light Poles (including lights and with varying length), Removing Parking Curbs (Precast parking stall curbs), and Removing Concrete Bollards (approximately 5-inch diameter and 4-foot exposed height) in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

# **B** (Vacant)

#### **C** Construction

Prior to removing sign supports, signs, and light poles, contact the property owner to ensure electrical connections are de energized. Disconnect the electrical wiring at the electric panel or cut the electrical wiring at the right-of-way.

#### **D** Measurement

The department will measure Removing (Type) 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:

Supplement standard spec 204.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.49	Removing Sign Supports	Each
SPV.0060.50	Removing Signs	Each
SPV.0060.51	Removing Light Poles	Each
SPV.0060.52	Removing Parking Curbs	Each
SPV.0060.53	Removing Concrete Bollards	Each

# 50. Adjusting Monitoring Wells, Item SPV.0060.54.

# **A Description**

This special provision describes adjusting, protecting, and maintaining accessibility, for the duration of the project, to monitoring wells located within the project limits.

# **B** (Vacant)

#### **C** Construction

Adjust all monitoring wells to proposed elevations at locations shown on the plans.

Throughout the duration of the project, the contractor must ensure that the monitoring wells are adequately located and identified, and that at all times remain accessible for operation by city forces. Exercise caution working adjacent to monitoring wells to avoid damage and ensure accessibility.

#### **D** Measurement

The department will measure Adjusting Monitoring Wells as each individual unit, acceptably completed.

E Payment

ITEM NUMBERDESCRIPTIONUNITSPV.0060.54Adjusting Monitoring WellsEach

Payment is full compensation for adjusting monitoring wells, for furnishing all excavation, backfilling, disposal of surplus materials, and monitoring wells clean-out.

Upon completion of the contract, the City of Prairie du Chien will inspect all monitoring wells to ensure the monitoring wells are clean, properly aligned, and accessible. The contractor shall be responsible to make identified repairs and adjustments.

# 51. Luminaire Utility LED Cat B, Item SPV.0060.60.

# **A Description**

This special provision describes furnishing and installing luminaire utility LED Cat B.

#### **B** Materials

Furnish Luminaire Utility LED Cat B from the department qualified product list. Luminaires shall conform to applicable portions of standard spec 659.2.2 and the WisDOT Specifications for LED Roadway Luminaires.

The acceptable luminaires can be found on the DOT Approved Electrical Products list at:

http://www.dot.wisconsin.gov/business/engrserv/docs/ap3/electrical.pdf

Furnish shop drawings as specified in 506.3.2, except submit 5 copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the dimensions of all equipment shown in the plans.

#### **C** Construction

Under the bid item LED Luminaire, furnish and install luminaires and all necessary miscellaneous accessories and hardware to complete the installation of the luminaires.

Follow manufacturer's instructions regarding luminaire installation.

Three single-conductor No. 12 stranded wires shall be used to connect the luminaires to their respective branch conductors in the pole base. Each luminaire feeder wire shall be protected by one 5-amp fuse. Fuses and fuse holders shall be as per the details in the plan.

All exposed threaded equipment mounting hardware shall be stainless steel.

All threaded stainless steel hardware and dissimilar metal, threaded hardware shall be coated with an approved zinc-based anti-seize compound (Loctite or Jet-Lube) by the contractor

The pole plaque (paid separately) shall clearly identify the WisDOT Luminaire Category A, B, C, or D as applicable.

#### **D** Measurement

The department will measure Luminaire Utility LED Cat B as each individual lighting unit, acceptably completed.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.60Luminaire Utility LED Cat BEach

Payment is full compensation for furnishing and installing all materials, including luminaire, accessories, hardware and fittings necessary to install the luminaire workable first class condition

# 52. Festoon Outlet, Item SPV.0060.61.

# **A** Description

The work under this item consists of furnishing and installing a festoon receptacle, cover, fuse and fuse holder assemblies.

#### **B** Materials

- (1) Receptacle shall be a Specification Grade, 20 Amp, Duplex Receptacle.
- (2) Cover shall be UL listed for wet locations with cover open and in use.
- (3) Fuse shall be BUSS Fuse Type KTK 5 Amp
- (4) Fuse holder shall be BUSS Type HEB or equivalent to include the optional insulating boots.

#### **C** Construction

Materials shall be installed into the pole following the manufacturers and UL listings. The fuse holder assembly shall be installed within the transformer base and connected to the appropriate field wiring as shown in the plans.

#### **D** Measurement

The department will measure Festoon Outlet as each individual unit, acceptably completed.

#### **E** Payment

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

Payment is full compensation for furnishing and installing all materials and hardware.

Installation of wires is not part of this bid item.

# 53. Poles, Type 9, Item SPV.0060.62; Poles Type 10, Item SPV.0060.63; Poles Type 12 Item SPV.0060.87.

# **A Description**

Work under this item consists of furnishing and installing monotube poles.

#### **B** Materials

Design support structures conforming to the minimum wall thickness the plan details show and to AASHTO design and fabrication standards for structural supports for highway signs, luminaries, and traffic signals. Use a design life of 50 years. Design to withstand a 3 second gust wind speed of 90 mph (145 km/h). Do not use the methods of Appendix C of those AASHTO standards.

Use Category III criteria for Type 9 and Type 10 Poles. Use Category II criteria for Type 12 and Type 13 Poles.

For structures requiring a fatigue analysis, use 45 mph (72 km/h) for truck-induced gusts.

After welding and before zinc coating, clean the exterior surface of each steel pole free of all loose rust and mill scale, dirt, oil or grease, and other foreign substances.

Apply a zinc coating conforming to the process specified for steel sign bridges in standard spec 641.2.8. Ensure that the zinc coating is tight, free from rough areas or slag, and presents a uniform appearance.

After completing manufacturing, clean the exterior surfaces of each pole free of all loose scale, dirt, oil or grease, and other foreign substances.

Provide a reinforced hand hole measuring 4 inches by 6 inches (100 mm by 150 mm) as the plans show. Locate the hand hole 18 inches (450 mm) from the bottom of the pole base to the center of the door.

For the hand hole, include an access cover mounted to the pole by two  $\frac{1}{4}$ "-20 x  $\frac{3}{4}$ " (m6 x 1.00 x 19 mm) hex-head stainless steel bolts.

Provide a grounding lug complete with mounting hardware, as required, inside the pole as the plans show.

Provide access to the grounding lug from the hand hole. Weld the ground lug directly opposite the hand hole on the inside wall of the pole.

Equip the top of the shaft with a removable, ventilated cap held securely in place by at least 3 \(^1/4\)" -20 x \(^3/4\)" (m6 x 1.00 x 19 mm) hex-head stainless steel set screws.

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

Attach base plates firmly to the pole shaft by welding or other approved method.

Provide anchor bolts meeting AASHTO standards applicable to the pole type and loading (see SDD 9E 8 for specific pole types).

Provide anchor bolt templates as shown on the standard detail drawings for the concrete base to ensure correct alignment of anchor bolts in foundation (see SDD 9C 11 and 9C 12 for specific base types).

#### **C** Construction

Install poles as specified in the plan details. Secure pole to anchor assembly and document tensioning procedures conforming to standard spec 641.3.1.2.

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

#### **D** Measurement

The department will measure Pole (Type) as each individual pole, acceptably completed.

#### **E** Payment

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

<u> </u>	
ITEM NUMBER DESCRIPTION	UNIT
	01111
SPV.0060.62 Poles Type 9	Each
51 v.0000.02	Lacii
CDV 0060 62 Polos Tymo 10	Each
SPV.0060.63 Poles Type 10	Each
CDV 0060 97 P-1 T 12	T1-
SPV.0060.87 Poles Type 12	Each

Payment is full compensation for providing and installing poles including all hardware and fittings necessary to install the poles, and for installing identification plaques, if required.

54. Monotube Arms 15-FT, Item SPV 0060.64; Monotube Arms 20-FT, Item SPV.0060.65; Monotube Arms 25-FT, Item SPV.0060.66; Monotube Arms 30-FT, Item SPV.0060.67; Monotube Arms 35-FT, Item SPV.0060.84; Monotube Arms 45-FT, Item SPV.0060.85.

# A Description

Work under this item consists of furnishing and installing monotube arms.

#### **B** Materials

Design support structures conforming to the minimum wall thickness the plan details show and to AASHTO design and fabrication standards for structural supports for highway signs, luminaires, and traffic signals. Use a design life of 50 years. Design to withstand a 3 second gust wind speed of 90 mph (145 km/h). Do not use the methods of appendix C of those AASHTO standards.

Use category III criteria for 15 to 30-foot arms. Use category II criteria for 35 to 55-foot arms.

For structures requiring a fatigue analysis, use 45 mph (72 km/h) for truck-induced gusts.

Base the designs on the completed maximum loading configuration the standard detail drawing shows. Along with the materials list, submit a certificate of compliance certifying that the arms as furnished, conform to the above structural performance requirements. Ensure that the certificate of compliance is on the manufacturer's letterhead, signed by an authorized company officer, and notarized. Send a copy of the certificate and a copy of the monotube arm shop drawings to the department electrical engineer.

Furnish monotube arms conforming to the following:

- 1. Consist of zinc coated steel round or oval members.
- 2. Have a mounting device welded to the pole end of the monotube arm that allows the attachment of the arm to a pole as the plans show.
- 3. Have stiffeners or gussets if required between the arm tube and the arm mounting device to provide adequate strength to resist side loads.
- 4. Have a clean, uniform natural finish. No paint or other corrosion preventive maintenance coating is required.

After welding and before zinc coating, clean exterior surfaces of each arm free of all loose rust and mill scale, dirt, oil or grease, and other foreign substances.

Apply zinc coating as specified for sign bridge components in standard spec 641.2.8. Ensure that the zinc coating is tight, free from rough areas or slag, and presents a uniform appearance.

After manufacturing is complete, clean the exterior surfaces of each pole free of all loose scale, dirt, oil, or grease, and other foreign substances.

# C (Vacant)

#### **D** Measurement

The department will measure Monotube Arm (Length) as each individual arm, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.64	Monotube Arms 15-FT	Each
SPV.0060.65	Monotube Arms 20-FT	Each
SPV.0060.66	Monotube Arms 25-FT	Each
SPV.0060.67	Monotube Arms 30-FT	Each
SPV.0060.84	Monotube Arms 35-FT	Each
SPV.0060.85	Monotube Arms 45-FT	Each

Payment is full compensation for providing and installing all materials, including all hardware, fittings, mounting devices, shims, and attachments necessary to completely install the arms.

# 55. Luminaire Arm Steel 15 Foot, Item SPV.0060.68.

# **A Description**

Work under this item consists of furnishing and installing steel luminaire arms.

#### **B** Materials

Design support structures conforming to the minimum wall thickness the plan details show and to AASHTO design and fabrication standards for structural supports for highway signs, luminaires, and traffic signals. Use a design life of 50 years. Design to withstand a 3 second gust wind speed of 90 mph (145 km/h). Do not use the methods of appendix C of those AASHTO standards.

Use category III criteria if mounted on top of a Type 10 pole and category II criteria if mounted on top of a Type 13 pole.

For structures requiring a fatigue analysis, use 45 mph (72 km/h) for truck-induced gusts.

Base the designs on the completed maximum loading configuration the standard detail drawing shows. Along with the materials list, submit a certificate of compliance certifying that the arms as furnished conform to the above structural performance requirements. Ensure that the certificate of compliance is on the manufacturer's letterhead, signed by an authorized company officer, and notarized. Send a copy of the certificate and a copy of the luminaire arm shop drawings to the department electrical engineer.

Furnish luminaire arms conforming to the following:

- 1. Consist of zinc coated steel round or oval members.
- 2. Have a mounting device welded to the pole end of the luminaire arm that allows the attachment of the arm to a pole as the plans show.
- 3. Have stiffeners or gussets if required between the arm tube and the arm mounting device to provide adequate strength to resist side loads.
- 4. Have a clean, uniform natural finish. No paint or other corrosion preventive maintenance coating is required.

After welding and before zinc coating, clean exterior surfaces of each arm free of all loose rust and mill scale, dirt, oil or grease, and other foreign substances.

Apply zinc coating as specified for sign bridge components in standard spec 641.2.8. Ensure that the zinc coating is tight, free from rough areas or slag, and presents a uniform appearance.

After manufacturing is complete, clean the exterior surfaces of each pole free of all loose scale, dirt, oil, or grease, and other foreign substances.

# C (Vacant)

#### **D** Measurement

The department will measure Luminaire Arm Steel (Length) as each individual arm, acceptably completed.

#### **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.68 Luminaire Arm Steel 15-Foot Each

Payment is full compensation for providing and installing all materials, including all hardware, fittings, mounting clamps, shims if required and attachments necessary to completely install arms.

**56.** Black Paint Poles Type 9, Item SPV.0060.69; Black Paint Poles Type 10, Item SPV.0060.70; Black Paint Monotube Arms 15-FT, Item SPV.0060.71; Black Paint Monotube Arms 20-FT, Item SPV.0060.72, Black Paint Monotube Arms 25-FT, Item SPV.0060.73; Black Paint Monotube Arms 30-FT, Item SPV.0060.74; Black Paint Luminaire Arms Steel 15-FT, Item SPV.0060.75; Black Paint Pedestal Bases, Item SPV.0060.76; Black Paint Transformer Bases Breakaway 11 ½-Inch Bolt Circle, Item SPV.0060.77; Black Paint Traffic Signal Standard Aluminum 13-FT, Item SPV.0060.78; Black Paint Poles Type 4, Item SPV.0060.79; Black Paint Poles Type 6 – Modified Aluminum, Item SPV.0060.80; Black Paint Luminaire Arms Truss Member 4.5-Inch Clamp 15-FT, Item SPV.0060.81; Black Paint Luminaires Utility LED Cat B, Item SPV.0060.82; Black Paint Poles Type 12, Item SPV.0060.86; Black Paint Monotube Arms 45-FT, Item SPV.0060.88; Black Paint Truss Member 4-Inch Clamp 15-FT, Item Luminaire Arms SPV.0060.89; Black Paint Lighting Cabinet Item SPV.0060.90; Black Paint Monotube Arms 35-FT, Item SPV.0060.91.

# **A Description**

This provision requires the components of the Lighting and Traffic Signal Units to be painted black. These components shall include the pole caps, nut covers, brackets and all other components that would be visible. The work under this item shall conform to standard specs 657 and 659 and as hereinafter provided.

#### **B** Materials

- (1) Poles, standards and Arms: Poles, standards and Arms shall be factory black powder coat finished so as to produce a uniform appearance. Nut covers and pole cap shall be finished to match pole.
- (2) Transformer and Pedestal Bases: Shall be provided with a black powder coat finish. The black finish shall be applied to match the color/finish of the pole.
- (3) Luminaries: The luminaire housing shall have a black painted finish to match the color/finish of the pole/arm.

#### **C** Construction

Components when assembled shall appear as one uniformly colored unit. Touch up paint shall be included and applied by the contractor to all scratches and construction blemishes as to match the original black factory color and finish.

#### **D** Measurement

The department will measure Black Paint (Item) as each individual unit, acceptably completed.

# E Payment

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

ionowing old items.		
ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.69	Black Paint Poles Type 9	Each
SPV.0060.70	Black Paint Poles Type 10	Each
SPV.0060.71	Black Paint Monotube Arms 15-FT	Each
SPV.0060.72	Black Paint Monotube Arms 20-FT	Each
SPV.0060.73	Black Paint Monotube Arms 25-FT	Each
SPV.0060.74	Black Paint Monotube Arms 30-FT	Each
SPV.0060.75	Black Paint Luminaire Arms Steel 15-FT	Each
SPV.0060.76	Black Paint Pedestal Bases	Each
SPV.0060.77	Black Paint Transformer Bases	Each
	Breakaway 11 ½-Inch Bolt Circle	
SPV.0060.78	Black Paint Traffic Signal Standard	Each
	Aluminum 13-FT	
SPV.0060.79	Black Paint Poles Type 4	Each
SPV.0060.80	Black Paint Poles Type 6 – Modified Aluminum	Each
SPV.0060.81	Black Paint Luminaire Arms Truss	Each
	Member 4.5-Inch Clamp 15-FT	
SPV.0060.82	Black Paint Luminaires Utility LED	Each
	Cat B	
SPV.0060.86	Black Paint Poles Type 12	Each
SPV.0060.88	Black Paint Monotube Arms 45-FT	Each
SPV.0060.89	Black Paint Luminaire Arms Truss	Each
	Member 4-Inch Clamp 15-FT	
SPV.0060.90	Black Paint Cabinet	Each
SPV.0060.91	Black Paint Monotube Arms 35-FT	Each

Payment is full compensation for furnishing and installing all materials.

# 57. Modified Poles Type 6- Modified Aluminum, Item SPV.0060.83.

# **A Description**

Perform work in accordance to the applicable provisions of standard spec 657 and as detailed in the plans.

#### **B** Materials

Nominal light pole dimensions shall match the standard Type 6 Pole.

Provide an appropriately sized hole in the light pole for a recessed festoon receptacle. The receptacle shall be located 20-feet from the ground on the sidewalk face of the pole.

# **C** Construction

Construct pole in accordance to applicable provisions of standard spec 657.

#### **D** Measurement

The department will measure Modified Poles Type 6 – Modified Aluminum as each individual pole, 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.0060.83 Modified Poles Type 6 – Modified Aluminum Each

Payment is full compensation for providing and installing all materials, including poles, all hardware and fittings necessary to install the pole; for dampers; for corrosion prevention; for installing identification plaques; and for providing festoon outlet openings.

# 58. 8-Count Fiber Optic Connector 100-Feet, Item SPV.0060.92.

#### **A Description**

This special provision describes furnishing and installing 8-count factory terminated combination fiber optic patch panel and cable systems of the lengths described.

#### **B** Materials

Furnish combination fiber optic termination patch panel and cable systems meeting the following requirements:

- 8 single mode fiber optic strands
- Factory terminated ST connectors on panel end
- Bare, unterminated fiber strands on non-panel end
- Loose tube cable
- Cable length as indicated by bid item
- Patch panel must be designed and tested for 1,000 rematings with less than 0.2 dB change
- Patch panel housing material must be ABS plastic

#### **C** Construction

Follow all manufacturer's recommended installation procedures.

Install cable from control cabinet end out to fiber optic splice location to prevent damage to the termination panel.

Mount the termination panel in the control cabinet in a space available and approved by the Engineer.

Splice fiber optic strands to main fiber optic cable as shown on the plans or as directed by the Engineer. Splices are paid for separately.

#### **D** Measurement

The department will measure 8-Count Fiber Optic Connector 200-Feet by each individual unit, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.928-Count Fiber Optic Connector 100-FeetEach

Payment is full compensation for furnishing and installing the fiber optic cable and termination panel assembly.

# 59. Lighting Control Cabinet (120/240), Item SPV.0060.93.

# **A Description**

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

#### **B** Materials

Furnish Lighting Control Cabinet (120/240) from the department qualified product list.

# C (Vacant)

#### **D** Measurement

The department will measure Lighting Control Cabinet as each individual cabinet, 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.0060.93 Lighting Control Cabinet (120/240) Each

Payment is full compensation for furnishing and installing all materials, including cabinet, circuit wiring connections, hardware, and fittings necessary to install the cabinet.

60. Water Service, 1-Inch Copper, Item SPV.0090.01; Water Service PE SDR9, 2-Inch w/ 10 AWG Tracer Wire, Item SPV.0090.02; Water Main, 4-Inch DI Class 52, Including Fittings, Item SPV.0090.03; Water Main, 6-Inch DI Class 52, Including Fittings, Item SPV.0090.04; Water Main, 8-Inch DI Class 52, Including Fittings, Item SPV.0090.05; Water Main, 10-Inch DI Class 52, Including Fittings, Item SPV.0090.06.

#### **A Description**

Work shall include furnishing and installing water main pipe and water services in accordance to the contract documents. Work under these items shall be in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, for all water main construction, except as modified in these special provisions.

#### **B** Materials

Water main pipe shall be ductile iron Class 52, conforming to Chapter 8.18.0.

Reducers, caps, tees, bends and crosses shall be ductile iron, mechanical joint, with electrical non-leaded conductive straps, conforming to Chapter 8.22.0.

Water services shall comply with Chapter 8.24.0, with tracer wire installed along PE service laterals as specified in Chapter 2.11.0.

Buttresses shall be high early strength concrete or solid concrete blocks. Wood blocking is not allowed.

All mechanical joint fittings are to be restrained by thrust restraint retainer glands (Mega Lug or approved equal). This includes but is not limited to tees, caps, crosses, bends, valves, plugs, sleeves, hydrants, and reducers. Thrust restraint shall be provided for all joints within 30 feet of the above items.

#### **C** Construction

Water main shall be installed with a minimum of 6.5' of cover to the top of pipe unless otherwise noted or required. When water main crosses over sanitary sewer or storm sewer, the bottom of the water main pipe shall be a minimum of 6" above of the sewer pipe. When water main crosses under sanitary sewer or storm sewer, the top of the water main shall be 18" below the sewer pipe. The contractor shall be responsible for identifying sewer crossings and adjust the cover accordingly. The contractor shall also anticipate other utility crossings, including existing water main, and adjust the elevation accordingly to avoid conflict. Contractor shall inform the engineer when changes to the cover are required. Fittings required to avoid utility conflicts shall be considered incidental to the cost of water main.

Construction, disinfection, and pressure and leakage testing shall conform to pertinent chapters of Part IV of the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition.

Type 3 Embedment according to AWWA C600 shall be used for ductile iron pipe. Backfill under roadway areas shall comply with standard spec 520.3.4.1 of WisDOT Standard Specifications (maximum 12-inch compacted lifts). Water services shall be installed as shown on plans or as directed by engineer. Wisconsin Administrative Code Plumbing Code, as administered by the Department of Commerce, shall govern the installation of water services.

Electrical conductivity across joints and fittings shall be provided according to the manufacturer's recommendations. Conductivity devices may be cable bond type or a copper conductivity strip. Either shall be capable of carrying 500 amperes continuously. Metal wedges are not permitted. Lead-tipped rubber gaskets or lead-caulked joints are not permitted.

For fittings and shortened pipe sections where cable bond type or copper conductivity type continuity devices are not provided by the manufacturer the contractor shall field weld a lug onto the fitting, hydrant, valve or shortened pipe section and shall field install a strip or cable capable of carrying 500 amperes continuously between the sections. Cable bonds or copper conductivity strips can be installed around such fittings, valves or shortened pipe sections; but hydrants shall be equipped with continuity devices.

All mechanical joint fittings are to be restrained by thrust restraint retainer glands (Mega Lug or approved equal). This includes but is not limited to tees, caps, crosses, bends, valves, plugs, sleeves, hydrants, and reducers. Thrust restraint shall be provided for all joints within 30 feet of the above items.

When not connecting to existing laterals, new lateral ends shall be marked with a 6-foot steel fence post with 1-foot of the post below the end of the service. A 6-foot tall 4x4 treated wood post shall also be installed at the end of the service with the top of the post 12 inches below grade and the top of the wood painted blue.

Water supply for the purposes of testing, disinfection, and flushing shall come from the City of Prairie du Chien System.

Compaction shall be by mechanical consolidation. Consolidation shall achieve 95% of the Standard Proctor density for imported granular material and 100% for excavated materials of existing material in the adjacent trench wall.

#### **D** Measurement

The department will measure Water Service 1-Inch, Copper by the linear foot, acceptably completed.

The department will measure Water Service PE SDR9 2-Inch w/ 10 AWG Tracer Wire by the linear foot, acceptably completed.

The department will measure Water main, 4-Inch Ductile Iron Class 52, Including Fittings by the linear foot, acceptably completed.

The department will measure Water main, 6-Inch Ductile Iron Class 52, Including Fittings by the linear foot, acceptably completed.

The department will measure Water main, 8-Inch Ductile Iron Class 52, Including Fittings by the linear foot, acceptably completed.

The department will measure Water main, 10-Inch Ductile Iron Class 52, Including Fittings by the linear foot, acceptably completed.

Fittings for water main will not be paid for separately, but will be considered incidental to the water main

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Water Service, 1-Inch, Copper	LF
SPV.0090.02	Water Service PE SDR9, 2-Inch w/ 10 AWG Tracer Wire	LF
SPV.0090.03	Water Main, 4-Inch DI Class 52, Including Fittings	LF
SPV.0090.04	Water Main, 6-Inch DI Class 52, Including Fittings	LF
SPV.0090.05	Water Main, 8-Inch DI Class 52, Including Fittings	LF
SPV.0090.06	Water Main, 10-Inch DI Class 52, Including Fittings	LF

Payment is full compensation for furnishing all materials, labor, bedding, excavation, laying pipe, sealing joints and making connections to new or existing fixtures, dewatering, trenching, backfilling, compaction testing, equipment, and disposal of surplus and unsuitable material off the site, complete as per plans and specifications subject to the City of Prairie du Chien Municipal Utilities and the engineer's approval.

Reducers, caps, tees, bends and crosses will not be paid for separately, but will be considered incidental to the water main. Tracer wire for PE water services will be considered incidental to service.

# 61. 12" Steel Casing Pipe, Item SPV.0090.07; 16" Steel Casing Pipe, Item SPV.0090.08; 20" Steel Casing Pipe, Item SPV.0090.09; 24" Steel Casing Pipe, Item SPV.0090.10.

#### A Description

This Section consists of horizontal earth boring to install steel casing for railroad crossing with sanitary sewer and water main.

Casing and pipeline installation may be accomplished by dry boring, ram boring, jacking, or other approved methods.

Comply with standard spec 107.17 and the BNSF Utility Accommodation Policy for all work affecting BNSF Railroad Company property and any existing tracks.

# A.1 Boring:

Piercing a hole under the surface of the ground without disturbing the earth surrounding the hole. Boring may be accomplished by any approved manner. Water jetting or puddling will not be permitted. Holes may be mechanically bored and cased using a cutting head and a continuous auger mounted inside of the casing.

#### A.2 Jacking:

The installation of pipes by the use of hydraulic jacks or rams to push the pipe under the traveled surface of the road.

Permits for railroad crossing will be obtained by the Owner. The contractor shall comply with all requirements of the permit(s) including notification, maintenance of highway or rail bed structural integrity, construction requirements, traffic control and safety measures. Copies of the permits and the relevant requirements are available upon request.

# B Materials STEEL CASING PIPE

- **B.1** ASTM A-53 with a minimum yield strength of 35,000 psi.
- **B.2** All joints shall be full depth, full circumference welds. Welds shall be of sufficient strength to withstand jacking stresses.
- **B.3** Wall thickness for Steel Casing Pipe for E 80 Loading (including impact) is 0.188 inches for 14-inch diameter and under, 0.219 inches for 16-inch diameter, 0.281 for 20-inch diameter, and 0.312 for 24-inch diameter.
- **B.4** All metallic casing pipes shall be designed for effective corrosion control for a period of 100 years. Corrosion control measures may include protective coatings and/or cathodic protection. Design shall be in accordance to National Association of Corrosion Engineers (NACE) publication RP0169. When casing is installed without benefit of a protective coating, and said casing is not cathodically protected, the wall thickness shown above shall be increased to the nearest size, which is a minimum of 0.063 inches greater than the thickness shown for all diameter pipes above 14 inches.
- **B.5** Sanitary Sewer and water main shall be installed with APS casing spacers or approved equal. The ends of the casing pipe shall be sealed to the carrier pipe with water tight seals, APS end seals or equal.

#### **C** Construction

Casing and pipeline installations may be accomplished by dry boring, ram boring, jacking, or other approved methods. The following requirements shall apply to these construction methods:

- **C.1** The use of water under pressure (jetting) or puddling will not be permitted to facilitate boring, pushing or jacking operations. Some boring may require water to lubricate cutter and pipe and under such conditions, is considered dry boring.
- **C.2** Where unstable soil conditions exist, boring or jacking operations shall be conducted in such a manner as not to be detrimental to the railroad being crossed.

- **C.3** If excessive voids or too large a bored hole is produced during casing or pipeline installations, or if it is necessary to abandon a bored hole, prompt remedial action shall be taken by the contractor.
- **C.4** All voids or abandoned holes caused by boring or jacking are to be completely filled by pressure grouting, unless other methods are approved by the engineer. The grout material shall be a sand cement slurry with a minimum of two sacks of cement per cubic yard and a minimum of water to assure satisfactory placement.
  - Rail elevations over the work shall be monitored to detect any movement. Movements of over 1/4" vertically shall be immediately reported.
  - The pipe shall be installed to the horizontal and vertical alignment shown on the plans, within a tolerance that will satisfactorily accommodate the intended use of the pipeline. Failure to meet this criteria shall be cause for rejection of the installation. If the installation has been rejected, the contractor shall install a second casing pipe, and abandon or remove the casing as directed by the engineer, at no additional cost to the owner.
  - The carrier pipe shall be sufficiently supported and braced using HDPE casing spacers or other approved means to prevent shifting or flotation.
  - The ends of the casing shall be sealed with an APS end seal or approved equal.

#### **D** Measurement

The department will measure 12" Steel Casing Pipe, 16" Steel Casing Pipe, 20" Steel Casing Pipe, and 24" Steel Casing Pipe by the linear foot, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.07	12" Steel Casing Pipe	LF
SPV.0090.08	16" Steel Casing Pipe	LF
SPV.0090.09	20" Steel Casing Pipe	LF
SPV.0090.10	24" Steel Casing Pipe	LF

Payment is full compensation for casing pipe, spacers, excavation of boring pits, shoring, dewatering, blocking, seals, vents, backfilling, and furnishing all tools, equipment, labor, insurance, flagging, and incidentals necessary to complete the work.

Carrier Pipe (sanitary sewer and water main) will be paid for under the unit price for sanitary sewer and water main.

62. Sanitary Sewer Lateral, 4-Inch PVC, SDR 35, w/ 10 AWG Tracer Wire, Item SPV.0090.11; Sanitary Sewer Lateral, 6-Inch PVC, SDR 35, w/ 10 AWG Tracer Wire, Item SPV.0090.12; Sanitary Sewer, 8-Inch PVC, SDR 35, Item SPV.0090.13; Sanitary Sewer, 10-Inch PVC, SDR 35, Item SPV.0090.14; Sanitary Sewer, 12-Inch PVC, SDR 35, Item SPV.0090.15.

#### **A Description**

Work under these items shall be in accordance to the Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, for all sanitary sewer construction, except as modified in these special provisions.

#### **B** Materials

Sanitary sewers and laterals shall be SDR 35 PVC pipe with elastometric gaskets as required and conform to Chapter 8.10.0. Connection to existing sanitary sewers shall be completed within the trench with a flexible connector, Fernco or equal.

Tracer wire shall be a minimum of 10 gauge solid copper wire with an exterior grade plastic (HDPE) coating to prevent corrosion. The covered access devise (tracer wire access box) shall be a Taylor P200NFG or Valvco CP Test Mini-box with "Sewer" stamped line and tracer wire connection holes with stainless steel bolts. Lid shall have a standard pentagon head key.

#### C Construction

Construction and low pressure air testing shall conform to pertinent chapters of Part III.

Pipe deflection testing shall be performed for all sanitary sewer pipe. The deflection test shall be performed using a rigid ball or mandrel, and shall be performed without mechanical pulling devices. If deflection testing takes place within 30 days of placement of the final backfill, deflection may not exceed 5%. Maximum deflection may not exceed 7.5% when testing occurs more than 30 days after placement of the final backfill.

Class C (ASTM C12) bedding shall be used for all sanitary sewers. Tracer wire shall be installed along service laterals as specified in Chapter 2.11.0. Backfill under roadway areas shall comply with standard spec 520.3.4.1 (maximum 12-inch compacted lifts).

When not connecting to existing mains, plugs shall be installed at the ends of all sanitary sewer laterals and stubs.

Tracer wire shall be installed on top of all PVC sanitary sewer laterals and taped at 6- intervals from the wye at the sewer main to the center of the terrace. A second wire shall be extended from the center of the terrace to the edge of the right-of-way. Tracer wire shall be brought up to a tracer wire access box located 3 feet behind the curb when a water lateral is more than 5 feet away from the sewer lateral. When the water lateral is less than 5 feet away from the sewer lateral, the tracer wire shall be brought up to the water lateral service box. The end of the tracer wire at the sewer wye shall be connected to a 2-foot long 5/8-inch diameter ground rod. Below grade splices should be avoided. If a splice is required, the splice shall be made with a 3M Schtchlok Self-Stripping Connector.

When not connecting to existing laterals, the point of termination of the laterals shall be marked with a 6-foot steel fence post with 1-foot of the post below the end of the lateral. A 6-foot 4x4 treated wood post will also be installed at the end of each lateral with the top of the post being painted green and buried 6 inches below grade.

Compaction shall be by mechanical consolidation. Consolidation shall achieve 95% of the Standard Proctor density for imported granular material and 100% for excavate materials of existing material in the adjacent trench wall.

#### **D** Measurement

The department will measure Sanitary Sewer Lateral, 4-Inch PVC, SDR 35, w/ AWG Tracer Wire, Sanitary Sewer Lateral, 6-Inch PVC, SDR 35, w/ AWG Tracer Wire, Sanitary Sewer, 8-Inch PVC, SDR 35, and Sanitary Sewer, 10-Inch PVC, SDR 35, Sanitary Sewer by the linear foot, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.11	Sanitary Sewer Lateral, 4-Inch PVC, SDR 35,	LF
	w/ 10 AWG Tracer Wire	
SPV.0090.12	Sanitary Sewer Lateral, 6-Inch PVC, SDR 35,	LF
	w/ 10 AWG Tracer Wire	
SPV.0090.13	Sanitary Sewer, 8-Inch PVC, SDR 35	LF
SPV.0090.14	Sanitary Sewer, 10-Inch, PVC, SDR 35	LF
SPV.0090.15	Sanitary Sewer, 12-Inch, PVC, SDR 35	LF

Payment is full compensation for all labor, material, equipment, dewatering, trenching, backfilling, compaction testing, pipe testing, pressure testing, material for backfilling, disposal of surplus and unsuitable material, complete as per plans and specifications subject to the City of Prairie du Chien Municipal Utilities and the engineer's approval.

Tracer wire for sanitary lateral will be considered incidental to lateral. Tracer wire access boxes, when required, will be paid for separately under the tracer wire access box bid item.

Any additional shoring or support required to install sanitary sewer shall be considered incidental to the cost of sanitary sewer main.

Plugs for sanitary sewer and tracer wire boxes shall be considered incidental to the cost of sanitary sewer.

# 63. Boring and Jacking 48-Inch Class V Storm Sewer, Item SPV.0090.16; Boring and Jacking 3-Inch Electrical Conduit, Item SPV.0090.17.

#### **A Description**

This Section consists of horizontal earth boring and jacking to install steel casing for railroad crossings with storm sewer and electrical conduit.

Casing and pipeline installation may be accomplished by dry boring, ram boring, jacking, or other approved methods.

Comply with standard spec 107.17 and the BNSF Utility Accommodation Policy for all work affecting BNSF Railroad Company property and any existing tracks.

# A.1 Boring:

Boring may be accomplished by any approved manner. Water jetting or puddling will not be permitted. Holes may be mechanically bored and cased using a cutting head and a continuous auger mounted inside of the casing.

#### A.2 Jacking:

The installation of pipes by the use of hydraulic jacks or rams to push the pipe under the traveled surface of the road

Permits for railroad crossing will be obtained by the Owner. The contractor shall comply with all requirements of the permit(s) including notification, maintenance of highway or rail bed structural integrity, construction requirements, traffic control and safety measures. Copies of the permits and the relevant requirements are available upon request.

# B Materials STEEL CASING PIPE

- **B.1** ASTM A-53 with a minimum yield strength of 35,000 psi.
- **B.2** All joints shall be full depth, full circumference welds. Welds shall be of sufficient strength to withstand jacking stresses.
- **B.3** Wall thickness for Steel Casing Pipe for E 80 Loading (including impact) is 0.719 inches for 60-inch diameter Casing Pipe and 0.188 inches for 5-inch Casing Pipe.
- **B.4** All metallic casing pipes shall be designed for effective corrosion control for a period of 100 years. Corrosion control measures may include protective coatings and/or cathodic protection. Design shall be in accordance to National Association of Corrosion Engineers (NACE) publication RP0169. When casing is installed without benefit of a protective coating, and said casing is not cathodically protected, the wall thickness shown above shall be increased to the nearest size, which is a minimum of 0.063 inches greater than the thickness shown for all diameter pipes above 14 inches.

#### **C** Construction

Casing and pipeline installations may be accomplished by dry boring, ram boring, jacking, or other approved methods. The following requirements shall apply to these construction methods:

- **C.1** The use of water under pressure (jetting) or puddling will not be permitted to facilitate boring, pushing or jacking operations. Some boring may require water to lubricate cutter and pipe and under such conditions, is considered dry boring.
- **C.2** Where unstable soil conditions exist, boring or jacking operations shall be conducted in such a manner as not to be detrimental to the railroad being crossed.

- **C.3** If excessive voids or too large a bored hole is produced during casing or pipeline installations, or if it is necessary to abandon a bored hole, prompt remedial action shall be taken by the contractor.
- **C.4** All voids or abandoned holes caused by boring or jacking are to be completely filled by pressure grouting, unless other methods are approved by the engineer. The grout material shall be a sand cement slurry with a minimum of two sacks of cement per cubic yard and a minimum of water to assure satisfactory placement.
  - Rail elevations over the work shall be monitored to detect any movement. Movements of over 1/4" vertically shall be immediately reported.
  - The pipe shall be installed to the horizontal and vertical alignment shown on the plans, within a tolerance that will satisfactorily accommodate the intended use of the pipeline. Failure to meet this criteria shall be cause for rejection of the installation. If the installation has been rejected, the contractor shall install a second casing pipe, and abandon or remove the casing as directed by the engineer, at no additional cost to the Owner.
  - The carrier pipe shall be sufficiently supported and braced using HDPE casing spacers or other approved means to prevent shifting or flotation.
  - The ends of the casing shall be sealed with an APS end seal or approved equal.

#### **D** Measurement

The department will measure Boring and Jacking 48-Inch Class V Storm Sewer (associated with 60-inch diameter casing pipe) and Boring and Jacking 3-Inch Electrical Conduit (associated with 5-inch diameter casing pipe) by the linear foot, acceptably completed, along the centerlines of their associated casing pipes.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.16	Boring and Jacking 48-Inch Class V Storm Sewer	LF
SPV.0090.17	Boring and Jacking 3-Inch Electrical Conduit	LF

Payment is full compensation for boring, casing pipe, spacers, excavation of boring pits, shoring, dewatering, blocking, seals, vents, backfilling, and furnishing all tools, equipment, labor, insurance, flagging, and incidentals necessary to complete the work.

Carrier Pipe (48-inch Class V Storm Sewer and 3-Inch Schedule 80 PVC) will be paid for separately under their associated bid items.

# 64. 36x58-Inch Cl III Arch RCCP, Item SPV.0090.18.

# A Description

This special provision describes 36x58-Inch Cl III Arch RCCP.

#### **B** Materials

Furnish 36x58-Inch Cl III Arch RCCP that is according to the pertinent requirements of AASHTO M206 and ASTM C506-13a.

#### **C** Construction

Install pipe according to pertinent requirements of standard spec 607 to 610.

#### **D** Measurement

The department will measure 36x58-Inch Cl III Arch RCCP by the linear foot, acceptably completed, from center of structure to center of structure.

# E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.1836x58-Inch Cl III Arch RCCPLF

Payment is full compensation for excavation, backfilling, and furnishing and installing all materials.

# 65. Transitional Curb and Gutter, Item SPV.0090.19.

# **A Description**

This special provision describes Transitional Curb and Gutter. Transitional Curb and Gutter has varying gutter width and cross section shape as needed to transition between two existing different adjacent cross-sections of curb and gutter.

#### **B** Materials

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

#### **C** Construction

Construct Transitional Curb and Gutter according to pertinent requirements of standard spec 601.

#### **D** Measurement

The department will measure Transitional Curb and Gutter by the linear foot, acceptably completed, along the face of the curb containing the variable width curb and gutter.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.19 Transitional Curb and Gutter LF

Payment is full compensation for excavation, backfilling, and furnishing and installing all materials.

# 66. Concrete Curb and Gutter HES 30-Inch Type A, Item SPV.0090.20; Concrete Curb and Gutter HES 30-Inch Type D, Item SPV.0090.21.

# A Description

This special provision describes Concrete Curb and Gutter HES 30-Inch Type A and Concrete Curb and Gutter HES 30-Inch Type D.

#### **B** Materials

Furnish high early strength concrete that is according to the pertinent requirements of standard specs 501 and 601.

#### **C** Construction

Construct Concrete Curb and Gutter HES 30-Inch Type A and Concrete Curb and Gutter HES 30-Inch Type D according to pertinent requirements of standard spec 501.

#### **D** Measurement

The department will measure Concrete Curb and Gutter HES 30-Inch Type A and Concrete Curb and Gutter HES 30-Inch Type D by the linear foot, acceptably completed, along the face of the curb containing the high early strength concrete.

### **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.20	Concrete Curb and Gutter HES 30-Inch Type A	LF
SPV.0090.21	Concrete Curb and Gutter HES 30-Inch Type D	LF

Payment is full compensation for excavation, backfilling, and furnishing and installing all materials.

# 67. Casing Pipe Storm Sewer Open Cut 66-Inch, Item SPV.0090.22.

#### A Description

This special provision describes furnishing and installing new steel casing pipe that is to surround the 34-Inch high X 53-Inch wide storm sewer carrier pipe.

# **B** Materials

#### **B.1 Pipe**

ASTM A-53 with a minimum yield strength of 35,000 psi.

All joints shall be full depth, full circumference welds. Welds shall be of sufficient strength to withstand jacking stresses.

Wall thickness for Steel Casing Pipe for E 80 Loading (including impact) is 0.688 inches for 66-inch diameter Casing Pipe.

All metallic casing pipes shall be designed for effective corrosion control for a period of 100 years. Corrosion control measures may include protective coatings and/or cathodic protection. Design shall be in accordance to National Association of Corrosion Engineers (NACE) publication RP0169. When casing is installed without benefit of a protective coating, and said casing is not cathodically protected, the wall thickness shown above shall be increased to the nearest size, which is a minimum of 0.063 inches greater than the thickness shown for all diameter pipes above 14 inches.

# **B.2** Granular Bedding and Backfill

Select soils complying with ASTM D2487 soil classification groups GW (well-graded gravel), GP (poorly-graded gravel), SW (well-graded sand), or SP (poorly-graded sand). Aggregate shall pass a 3/4 in. sieve and not more than 35% shall be retained on a No. 10 sieve. Maximum 5% by weight shall pass a No. 200 sieve.

#### **C** Construction

# C.1 Trenching and Backfilling

Place casing pipes by open trench method.

Excavate and finish the trench to the depth required to provide a uniform base for the placement of 4 inches of granular bedding beneath the pipe. Level granular bedding to provide continuous bearing and support for the pipe. Following installation of the pipe, place granular backfill around the pipe, carefully worked under the haunches of the pipe and extended to one foot above the top of the pipe. Material native to the trench may be used for bedding and initial backfill provided it meets the requirements specified above for granular bedding and backfill.

Backfill material for casing pipe from one foot above the top of pipe to the surface shall be material from trench excavation that is free of organic material and meets the approval of the engineer. Mechanically compact backfill material to a minimum of 95% of the maximum dry density as determined by the Standard Proctor Test (ASTM D-698).

Re-compact backfill material not meeting the above compaction requirements at no additional cost. Cost for additional testing required on re-compacted materials shall be at the contractor's expense.

# **C.2 Material Inspection**

Inspect pipe, fittings, and appurtenances for defects when delivered to the job site and prior to lowering into the trench. Remove defective material from the job site. All material shall be clean and free of deleterious substances prior to use in the work.

#### C.3 Laying and Jointing

Lay pipe accurately to the line and grade as designated.

Steel casing pipe may be installed in sections with field joints welded in accordance to ASME Code Requirements for single-welded butt joints.

Secure the pipe in place with approved backfill material tamped around it. Keep trenches water-free and as dry as possible during bedding, laying, and jointing and for as long a period as required to permit proper execution of the work.

At times when piping laying is not in progress, close the open ends of pipe with plugs to prevent the entry of foreign material. Remove all foreign material from the pipe prior to acceptance.

# **C.4 Dewatering**

Keep the trench free of water during installation. Provide all dewatering measures necessary to maintain a water free trench including but not limited to DNR permits and management of pumped water to prevent erosion and siltation downstream of point of discharge. Dewatering shall be considered incidental to this item of work.

#### C.5 Placing of Carrier Pipe

Install carrier pipe (paid for separately) in casing with its entire length supported either by means of hardwood planks strapped to pipe in such a way as to support pipe and prevent it from resting on casing pipe, or by means of pre-manufactured casing spacers designed for casing pipe use. Space and install pre-manufactured casing spacers in accordance to the manufacturer's recommendations based on type and diameter of carrier pipe.

Fill void space between casing and carrier pipes with blown sand.

Seal ends of casing with a 12-inch concrete bulkhead. Place 1-inch felt between seal and carrier pipe.

#### **D** Measurement

The department will measure Casing Pipe Storm Sewer Open Cut 66-Inch by the linear foot, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.22Casing Pipe Storm Sewer Open Cut 66-InchLF

Payment is full compensation for furnishing and installing the casing pipe including excavation and backfill, supporting carrier pipe, and filling and sealing casing pipe.

The carrier pipe within the casing will be measured and paid for separately under its applicable pipe item.

# 68. Construction Staking Roundabout Sidewalk, Item SPV.0090.23.

#### **A Description**

This special provision describes the contractor-performed construction staking required to establish the horizontal and vertical position for the sidewalk adjacent to the roundabout.

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

#### **C** Construction

Perform construction staking in accordance to standard spec 650.3.1.

#### **D** Measurement

The department will measure Construction Staking Roundabout Sidewalk by the linear foot, acceptably completed, measured along the path reference line or along the center of the path where there is no reference line.

#### E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.13 Construction Staking Roundabout Sidewalk LF

Payment is full compensation for locating and setting all construction stakes and for relocating and resetting damaged or missing construction stakes. Final payment will be in accordance to standard spec 650.5.

# 69. Abandon Existing Water Mains, Valves, Hydrants, Item SPV.0105.01.

# **A** Description

This work shall consist of abandoning existing water main by removal, or installing mechanical joint caps in water main to be abandoned. Work also includes abandoning existing service laterals as required during construction. Following receipt of a safe water sample and successful completion of the Pressure and Leakage Test, the new water main shall be put into service and the existing water main shall be abandoned at the locations shown on the plans and any other found during construction, and in accordance to the asconstructed facilities. Work under this item shall be in accordance to Chapter 4.14.0 of Standard Specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, except as modified in these special provisions.

#### **B** Materials

Mechanical joint caps shall be ductile iron. Blocking shall be poured concrete or solid concrete blocks.

#### C Construction

All cut ends of abandoned mains left in place shall be capped with a ductile iron mechanical joint cap. Caps shall be adequately blocked with solid concrete blocking or a poured concrete buttress. Existing water main shall be removed and properly disposed of if it conflicts with new underground utilities. Fire hydrants shall be removed and salvaged to the City Water Department.

#### **D** Measurement

The department will measure Abandon Existing Water Main as a single lump sum unit of work for abandon existing water main acceptably completed.

# E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.01 Abandon Existing Water Mains, Valves, Hydrants LS

Payment is full compensation for furnishing all materials; for excavation and backfilling where necessary; removal of all materials from the site as required.

# 70. Abandon Existing Sanitary Mains and Manholes, SPV.0105.02.

#### **A Description**

This work shall consist of abandoning existing sanitary sewer by plugging the ends of pipe with cellular concrete in accordance to the pertinent requirements of standard spec 204, as shown on the plans. Work also includes abandoning existing manholes as shown on the plans and any others that may be encountered during construction.

#### **B** Materials

Cellular concrete shall meet the following specifications: 1 part cement, 1 part fly ash, and 8 parts sand or an approved equal and water. Cement shall meet the requirements of standard spec 501.2.1 for Type 1 Portland Cement. Sand shall meet the requirements of standard spec 501.2.5. Water shall meet the requirements of substandard spec of 501.2.4.

#### **C** Construction

The abandoned sewer pipe shall be plugged with cellular concrete as directed by the engineer. The abandoned manholes shall have the walls removed at least 2 feet below subgrade within the roadbed and at least 2 feet below grade outside the roadbed. Fill remaining sections of manholes with acceptable fill material.

#### **D** Measurement

The department will measure Abandon Existing Mains and Manholes as a single lump sum unit of work for abandon existing sanitary sewer, acceptably completed.

# E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.02 Abandon Existing Sanitary Mains and Manholes LS

Payment is full compensation for furnishing all materials; for excavation and backfilling where necessary; removal and off-site disposal.

# 71. Rectangular Rapid Flashing Beacon, Item SPV.0105.03.

# **A Description**

This work shall consist of furnishing and installing a solar powered rectangular rapid flashing beacon (RRFB) system consisting of multiple assemblies as described herein and as shown in the plans. Each assembly shall be solar powered and pedestrian activated.

The assemblies shall be wirelessly controlled and multiple units shall be synchronized.

#### **B** Materials

Furnish a complete RRFB system with multiple assemblies. Each assembly may consist of, but is not limited to, light indications, wireless communication equipment, solar power equipment, and electrical components (wiring, solid-state circuit boards, etc). An assembly may include the following items:

### **Light Indications:**

Each indication shall be a minimum size of approximately 5" wide x 2" high. Two indications shall be installed on an assembly facing each direction of approaching vehicular traffic. The two indications shall be aligned horizontally, with the longer dimension of the indication horizontal, and a minimum space between the two indications of approximately 7" measured from inside edge of one indication to inside edge of second indication.

A single indication shall be installed on an assembly facing in the direction of approaching pedestrian traffic to serve as a confirmation for the pedestrian that the system has been activated.

The outside edges of the two indications, including any housing, shall not protrude beyond the outside edges of the integral signage of the assembly.

The light intensity of the indications shall meet the minimum specifications of the Society of Automotive Engineers (SAE) standard J595 (Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005. Contractor shall furnish a Certificate of Compliance for this standard. Specifically, the certificate should state that the indications: "Meet photometry of jurisdictional compliance standard(s) identical to: 2 J595 Class 2 Nov08 Yellow Peak Cd and 2 J595 Class 3 Nov08 Yellow Cds/Min.

Each indication shall be located between the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque. All exposed hardware shall be anti-vandal

#### Signs:

- Signage shall include:
- WII-2 (yellow Engineer Grade Prismatic (EGP) reflectivity)
- W16-7 (left and right) (yellow EGP)
- R-10-25

The assemblies must be constructed to allow the appropriate space for the installation of the signs in the field.

#### **Control Circuit:**

The control circuit shall have the capability of independently flashing up to two independent outputs. The LED light outputs and flash pattern shall be completely programmable.

The flashing output shall have 70 to 80 periods of flashing per minute with a 100 - millisecond duration on time. The output shall reach the output current as programmed for the duration of the pulse.

When two indications are mounted side-by-side, they shall have alternating but approximately equal periods of rapid pulsing light emissions and dark operation. Also, during each of the 70 to 80 flashing periods per minute, one of the indications shall emit two rapid pulses of light and the other indication shall emit three rapid pulses of light.

Flash rates with the frequencies of 5 to 30 flashes/second shall not be used to avoid inducing seizures.

When activated, the RRFB shall operate for a predetermined interval based on MUTCD procedures for timing of pedestrian clearance times for pedestrian signals. Coordinate with the department for this interval.

To prevent continuous activation of the RRFB and to allow vehicular queue clearance, the RRFB shall be programmed to prevent activation within 30 seconds of the termination of a previous activation.

The control circuit shall be installed in an IP67 NEMA rated enclosure. All circuit connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes. Connectors shall be Deutsch DTM series.

### **Battery:**

Battery unit shall be a 4.8 volt 14000mAH Nickel Metal Hydride (NiMH). All batteries shall be sealed in a plastic film to provide moisture and corrosion resistance.

All batteries shall operate between the temperatures of -20°C and +60°C. All battery connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes. Connectors shall be Deutsch DTM series.

#### Wireless Radio:

Radio control shall operate on 900mhz frequency hopping spread spectrum network.

Radio shall integrate with communication of RRFB system control circuit to activate light indications from pushbutton input.

The Radio shall synchronize all of the remote light indications so they will turn on within 120msec of each other and remain synchronized through-out the duration of the flashing cycle.

Radio systems shall operate from 3.6 vdc to 15vdc.

#### **Solar Panel:**

The solar panel shall be up to 13.5"x15" in size and provide up to 13.5 watts peak total output. The panel shall be sized according to the weather and field conditions to maximize performance.

The solar panel shall be mounted to an aluminum plate and bracket at an angle of 45°- 60° to provide maximum output.

All fasteners used shall be anti-vandal.

All solar panel connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 1 meter deep for 30 minutes. Connectors shall be Deutsch DTM series.

#### **Pushbutton:**

Furnish freeze-proof ADA compliant pedestrian push buttons made by an approved manufacturer to meet requirements of standard spec 658.

#### **Aluminum Pole Standard and Pedestal Base:**

The supporting structure (pole, breakaway transformer base, sign supports), shall be constructed of anodized aluminum and meet requirements of standard spec 657.

#### **Concrete Base:**

The concrete base and anchor bolts shall be supplied and installed to meet requirements of a Concrete Base Type 1 of standard spec 654.

#### Hardware:

Furnish all hardware, connections, etc to make the RRFB system fully operational.

#### **C** Construction

The RRFB system will consist of multiple assemblies to be constructed by the contractor as shown on the plans. Make the RRFB system fully operational. Construct and assemble the system per manufacturer's instructions.

#### **D** Measurement

The department will measure Rectangular Rapid Flashing Beacon System (Location) as a single lump sum unit of work for each location, acceptably completed.

# E Payment

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

Item NumberDescriptionUnitSPV.0105. 03Rectangular Rapid Flashing BeaconLS

Payment is full compensation for furnishing and installing a fully operational RRFB system.

# 72. Removing Traffic Signal Units, Item SPV.0150.05.

# **A Description**

This special provision describes removing traffic signals in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided.

The poles, cabinets and pertinent above ground appurtenances at the intersection of STH 35(Marquette Road) and Webster and STH 35(Marquette Road) and STH 27(Blackhawk) shall be carefully removed to avoid damage and shall be delivered to the City of Prairie du Chien. Prior to delivery the contractor shall contact, Terry Meyer, City of Prairie du Chien (608) 326-0365 or Larry Gates, City of Prairie du Chien (608) 326-0360 to schedule drop off of materials.

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

#### C (Vacant)

#### **D** Measurement

The department will measure Removing Traffic Signals as a single lump sum unit of work per unit, acceptably completed.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0105.05Removing Traffic Signal UnitsLS

Payment is full for furnishing and installing all materials, labor tools, equipment and essentials necessary to complete this work.

# 73. Concrete Pavement Joint Layout, Item SPV.0105.06.

#### **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 NUMBERDESCRIPTIONUNITSPV.0105.06Concrete Pavement Joint LayoutLS

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.

# 74. Abatement of Asbestos Containing Material (Parcel 15), Item SPV.0105.07.

# A Description

This special provision describes abating asbestos containing material on structures in accordance to the plans, the pertinent provisions of the standard specifications, and as hereinafter provided.

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

#### **C** Construction

Jayne Englebert (MSA), License Number AII-1139911, inspected a commercial garage, 318 S Marquette Road, Prairie du Chien Wisconsin for asbestos in August, 2013. Regulated Asbestos Containing Material (RACM) was found in the following locations and quantities:

- Exterior window caulk on the first floor bedroom window. There are four older windows that haven't been replaced; it should be assumed that all four windows have caulk that is ACM. The four windows contain 2 percent Chrysotile asbestos, Class II Non Friable.
- Mastic under floor tile on the first floor bathroom. The mastic contains 2 percent Chrysotile asbestos, Class II non friable with an estimated quantity of 10 SF.
- 9x9 inch floor tiles on the rear porch off the kitchen. The floor tiles contain 2 percent Chrysotile asbestos, Class II Non Friable with an estimated quantity of 150 SF.
- Sheet flooring in the kitchen. The flooring contains 15 percent Chrysotile asbestos, Class I Non Friable with an estimated quantity of 240 SF.
- The asphalt shingles on the roof were tested, and were not ACM. However, black sealant was noted around vents higher on the roof. This sealant was not tested, and should be assumed to be ACM unless tested.

The RACM must be abated by a licensed abatement contractor.

A copy of the inspection report is available from:

Steve Vetsch Wisconsin Department of Transportation 3550 Mormon Coulee Road La Crosse, WI 54601 (608) 785-9049

In accordance to NR447, ensure that DNR receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113, or subsequent revision) via U.S. mail or hand-delivery at least 10 working days prior to beginning any construction or demolition. All associated fees will be paid by the contractor. Provide a copy of the completed 4500-113 form to the engineer. In addition, comply with all local or municipal asbestos requirements.

Use the following information to complete WDNR Form 4500-113:

Site Name: Parcel 15

Site Address: 318 S Marquette Road, Prairie du Chien, Wisconsin 53821

Ownership Information: City of Prairie du Chien

Contact: Garth Frable Phone: (563) 880-1788

Age: Approximately 90 years old.

Area: 1200 square feet

If asbestos not previously identified is found or previously non-friable asbestos becomes crumbled, pulverized, or reduced to a powder, stop work immediately, notify the engineer, and the engineer will notify the Wisconsin Department of Transportation for an emergency response in accordance to standard spec 107.24. Keep material wet until it is abated, or until it is determined to be non-asbestos containing material.

#### **D** Measurement

The department will measure Abatement of Asbestos Containing Material (Parcel 15) as a single complete lump sum unit of work, completed in accordance to the contract and accepted.

#### E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0105.07 Abatement of Asbestos Containing Material (Parcel 15) LS

Payment is full compensation for submitting necessary forms; removing all asbestos; properly disposing of all waste materials.

### 75. Concrete Pavement, Picture-Frame, 6-Inch, Item SPV.0165.01; Concrete Pavement, Picture-Frame, 5-Inch, Item SPV.0165.02.

#### **A Description**

This work shall consist of furnishing and installing concrete pavement in accordance to the plans, standard spec 602 and as hereinafter provided. This section includes additional or modification of requirements for gray/uncolored picture-framed concrete.

#### **B** Materials

Per standard spec 602.

#### **C** Construction

Gray/uncolored concrete sidewalks shall receive a "picture-frame" finish – tooled and broom-finished as shown on the plans or as directed by the engineer.

#### **D** Measurement

The department will measure Concrete Pavement, Picture Frame, 5-inch and Concrete Pavement, Picture Frame, 6-inch by the square foot, acceptably completed.

#### E Payment

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

Item Number	Description	Unit
SPV.0165.01	Concrete Pavement, Picture-Frame, 6-Inch	SF
SPV.0165.02	Concrete Pavement, Picture-Frame, 5-Inch	SF

Payment is full compensation for furnishing, transporting, and installing the concrete sidewalk.

# 76. Colored and Textured Concrete Pavement, 5-Inch, Item SPV.0165.03; Colored and Textured Concrete Pavement, 9-Inch, Item SPV.0165.04; Colored Concrete Pavement, 5-Inch, Item SPV.0165.05.

#### **A Description**

This work shall consist of furnishing and installing concrete pavement in accordance to the plans, standard spec 602 and as hereinafter provided. This section includes additional or modification of requirements for colored and textured concrete.

#### **B** Materials

Integrally colored concrete shall be used. Materials as follows:

- **B.1** Color shall be LC-1516 Brick Red, liquid color, sized and delivered in containers for addition to one cubic yard of concrete obtained from BRICKFORM RAFCO Products, Rancho Cucamonga, CA. No substitutions.
- **B.2** Release Agent shall be RA-100 "Dark Gray Antique Release Agent" obtained from BRICKFORM RAFCO Products, Rancho Cucamonga, CA. No substitutions.
- **B.3** Clear protective coating/sealer shall be "Crystal clear Acrylic" obtained from BRICKFORM RAFCO Products, Rancho Cucamonga, CA. No substitutions.
- **B.4** Mixer shall be xylol.
- **B.5** Texturing Forms; a) Running band between intersections: Running bond brick pattern by BRICKFORM RAFCO; b) Intersection bumpout areas: Herringbone brick pattern by BRICKFORM RAFCO. No substitutions.

#### **C** Construction

Mock-up required of each pattern to confirm installation method. Mock-up shall be for each pattern; minimum size for each 4-ft square. Mock-up shall not be incorporated into the work and shall remain on-site for comparison until completion of the work.

While concrete is still in a plastic state, apply the selected texturing pattern to the surface of the concrete. Pattern shall be properly tamped into the surface to achieve the desired texture.

Control joints shall be cut at the proper intervals as soon as practical following placement.

Concrete shall be inspected for cracks, deficiencies, and shall be compared to the full-scale mockup for appearance and quality. Concrete found to be deficient or of inferior quality shall be removed and replaced at the contractor's expense.

Concrete shall be sealed with a mixture of clear sealer, release agent, and Xylol-mixed as specified under Materials within 7 days after pouring the concrete. Power-wash surface as necessary to provide a clean surface free of dirt and debris for the application of the

sealant. Apply a minimum of two coats of clear sealer at an application rate 150 sq. ft./gal.(3 gallons clear sealer with 1 quart xylol and ½ cup release agent, mixture 1005) Extremely important: Agitate frequently so that release agent stays in suspension during spraying.

Curing/cold-weather protection with plastic sheating not allowed unless "tented" with a supporting structure to prevent sheating from coming into contact with the fresh concrete surface.

#### **D** Measurement

The department will measure Colored and Textured Concrete Pavement, 5-inch, Colored Concrete Pavement, 5-inch, and Colored and Textured Concrete Pavement, 9-inch by the square foot, acceptably completed.

#### E Payment

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

Item Number	Description	Unit
SPV.0165.03	Colored and Textured Concrete Pavement, 5-Inch	SF
SPV.0165.04	Colored and Textured Concrete Pavement, 9-Inch	SF
SPV.0165.05	Colored Concrete Pavement, 5-Inch	SF

Payment is full compensation for furnishing, transporting, and installing the concrete pavement.

### 77. Concrete Sidewalk HES 6-Inch, Item SPV.0165.06; Concrete Sidewalk HES 7-Inch, Item SPV.0165.07.

#### **A Description**

This special provision describes Concrete Sidewalk HES 6-Inch and Concrete Sidewalk HES 7-Inch.

#### **B** Materials

Furnish high early strength concrete that is according to the pertinent requirements of standard spec 501 and 601.

#### **C** Construction

Construct Concrete Sidewalk HES 6-Inch and Concrete Sidewalk HES 7-Inch according to pertinent requirements of standard spec 501.

#### **D** Measurement

The department will measure Concrete Sidewalk HES 6-Inch and Concrete Sidewalk HES 7-Inch by the square foot, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.06Concrete Sidewalk HES 6-InchSFSPV.0165.07Concrete Sidewalk HES 7-InchSF

Payment is full compensation for excavation, backfilling, and furnishing and installing all materials.

#### 78. Temporary Sidewalk Access, Item SPV.0165.08.

#### A Description

The work under this item shall consist of furnishing, maintaining, moving, and removing material at locations where temporary pedestrian sidewalk must be maintained as designated by the engineer. The temporary walkway shall have a minimum clear width of 4-feet, be located outside the immediate work area as approved by the engineer, and meet the requirements of the current Wisconsin Administrative Code, Chapter Ind. 1, Ind. 9, and other pertinent code requirements.

Temporary Sidewalk Access shall be reconstructed or moved if required for utility installation or paving operations.

#### **B** Materials

Provide any hard surface material approved by the engineer, such as, asphalt, concrete, skid resistant plastic mat, skid resistant steel plating or patio blocks.

#### C (Vacant)

#### **D** Measurement

The department will measure Temporary Sidewalk Access by the square yard, acceptably completed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.08Temporary Sidewalk AccessSF

Payment is full compensation for furnishing, loading, and hauling; for preparing the foundation; for placing, maintaining, and removing; and for reconstructing or moving.

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

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

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

#### I. BASIC CONCEPTS

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

- 1) On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate. At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.
  - <u>Eligibility and Duration:</u> To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.
  - <u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>6</u> (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).

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

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>3</u> (number) TrANS Apprentice(s) be utilized on this contract.

- 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).

<u>NOTE</u>: 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. <u>Document</u> 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. <a href="https://www.bidx.com/wi/main">https://www.bidx.com/wi/main</a>. 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. <u>Evaluate DBE quotes</u> 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
- 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.
    - 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

#### 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

#### GFW SAMPLE MEMORANDUM

TO: DBE FIRMS

FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR

SUBJECT: REQUEST FOR DBE QUOTES

LET DATE & TIME

**DATE:** MONTH DAY YEAR

CC: DBE OFFICE ENGINEER

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

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

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

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. <u>Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.</u> 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 <a href="http://roadwaystandards.dot.wi.gov/hcci/">http://roadwaystandards.dot.wi.gov/hcci/</a>

All questions should be directed to:

Project Manager, John Doe, Phone: (000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123-4657

## Sample Contractor Solicitation Letter Page 2 This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name:  Letting Date:  Project ID:							
Please check all that apply  ☐ Yes, we will be quoting on the p ☐ No, we are not interested in quo ☐ Please take our name off your n ☐ We have questions about quoting	oting on the nonthly DBl ng this lettin	letting or it E contact li	es items refer st	ne contact m	ne at this nur		
Prime Contractor 's Contact Perso	n	_		DBE Co	ontractor Co	ntact Person	
TNI			TO!				
Phone:		_	Phone				
Fax:Email:		_	Fax Email				
Eman:		_	Eman				
Please circle t	he jobs and	l items you	ı will be qu	oting belov	w		
Proposal No.	1	2	3	4	5	6	7
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
- P 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

- 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;
- 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

November 2013 ASP-4

#### 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:

#### 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.
  - 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 15day 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. [2]	\$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.

The contractor may satisfy these requirements with primary insurance coverage or with excess/umbrella policies.

<sup>&</sup>lt;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.

#### 460.2.2.3 Aggregate Gradation Master Range

Replace paragraph one with the following effective with the January 2014 letting:

(1) Ensure that the aggregate blend, including recycled material and mineral filler, conforms to the gradation requirements in table 460-1. The values listed are design limits; production values may exceed those limits.

TABLE 400.4	400DE04TE		DANIOE AND VIIA DECLUDENTA	
TABLE 460-1	$\Delta(i(iRF(i\Delta)F))$	GRADATION MASTER	RANGE AND VMA REQUIREMENTS	

	PERCENTS PASSING DESIGNATED SIEVES							
SIEVE	SIEVE NOMINAL SIZE							
	37.5 mm	25.0 mm	19.0 mm	12.5 mm	9.5 mm	SMA 12.5 mm	SMA 9.5 mm	
50.0-mm	100							
37.5-mm	90 –100	100						
25.0-mm	90 max	90 -100	100					
19.0-mm		90 max	90 -100	100		100		
12.5-mm			90 max	90 -100	100	90 - 97	100	
9.5-mm				90 max	90 -100	58 - 72	90 - 100	
4.75-mm					90 max	25 - 35	35 - 45	
2.36-mm	15 – 41	19 - 45	23 - 49	28 - 58	20 - 65	15 - 25	18 - 28	
75-µm	0 - 6.0	1.0 - 7.0	2.0 - 8.0	2.0 - 10.0	2.0 - 10.0	8.0 - 12.0	10.0 - 14.0	
% MINIMUM VMA	11.0	12.0	13.0	14.0 <sup>[1]</sup>	15.0 <sup>[2]</sup>	16.0	17.0	

<sup>[1] 14.5</sup> for E-3 mixes.

#### 460.2.7 HMA Mixture Design

Replace paragraph one with the following effective with the January 2014 letting:

(1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to the department's test method number 1559 as described in CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to the department's test method number 1559.

<sup>[2] 15.5</sup> for E-3 mixes.

#### **TABLE 460-2 MIXTURE REQUIREMENTS**

Mixture type	E - 0.3	E - 1	E - 3	E - 10	E - 30	E - 30x	SMA
ESALs x 10 <sup>6</sup> (20 yr design life)	< 0.3	0.3 - < 1	1 - < 3	3 - < 10	10 - < 30	>= 30	
LA Wear (AASHTO T96)							
100 revolutions(max % loss)	13	13	13	13	13	13	13
500 revolutions(max % loss)	50	50	45	45	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18	18	18	18
Fractured Faces (ASTM 5821) (one face/2 face, % by count)	60 /	65 /	75 / 60	85 / 80	98 / 90	100/100	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	40	43	45	45	45	45
Sand Equivalency (AASHTO T176, min)	40	40	40	45	45	50	50
Gyratory Compaction							
Gyrations for N <sub>ini</sub>	6	7	7	8	8	9	8
Gyrations for N <sub>des</sub>	40	60	75	100	100	125	65
Gyrations for N <sub>max</sub>	60	75	115	160	160	205	160
Air Voids, %V <sub>a</sub> (%G <sub>mm</sub> N <sub>des</sub> )	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G <sub>mm</sub> N <sub>ini</sub>	<= 91.5 <sup>[1]</sup>	<= 90.5 <sup>[1]</sup>	<= 89.0 <sup>[1]</sup>	<= 89.0	<= 89.0	<= 89.0	
% G <sub>mm</sub> N <sub>max</sub>	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	
Dust to Binder Ratio <sup>[2]</sup> (% passing 0.075/P <sub>be</sub> )	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 <sup>[4] [5]</sup>	65 - 78 <sup>[4]</sup>	65 - 75 <sup>[3] [4]</sup>	70 - 80			
Tensile Strength Ratio (TSR) (ASTM 4867)							
no antistripping additive	0.70	0.70	0.70	0.70	0.70	0.70	0.70
with antistripping additive	0.75	0.75	0.75	0.75	0.75	0.75	0.75
Draindown at Production Temperature (%)							0.30

<sup>[1]</sup> The percent maximum density at initial compaction is only a guideline.

<sup>&</sup>lt;sup>[2]</sup> For a gradation that passes below the boundaries of the caution zone(ref. AASHTO MP3), the dust to binder ratio limits are 0.6 - 1.6.

 $<sup>^{[3]}</sup>$  For 9.5mm and 12.5 mm nominal maximum size mixtures, the specified VFB range is 70 - 76%.

<sup>[4]</sup> For 37.5mm nominal maximum size mixes, the specified VFB lower limit is 67%.

 $<sup>^{[5]}</sup>$  For 25.0mm nominal maximum size mixes, the specified VFB lower limit is 67%.

#### 460.2.8.2.1.5 Control Limits

Replace paragraph one with the following effective with the January 2014 letting:

(1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
75-µm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent	+/- 1.3	+/- 1.0
VMA in percent <sup>[1]</sup>	- 0.5	- 0.2

<sup>[1]</sup> VMA limits based on minimum requirement for mix design nominal maximum aggregate size in Table 460-1.

#### 460.2.8.2.1.6 Job Mix Formula Adjustment

Replace the entire text with the following effective with the January 2014 letting:

- (1) The contractor may request adjustment of the JMF according to the department's test method number 1559. Have an HTCP HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have an HMA technician certified at level III review the proposed adjustment and, if acceptable, issue a revised JMF.
- (2) The department will not allow adjustments that do the following:
  - Exceed specified JMF tolerance limits.
  - Reduce the JMF asphalt content unless the production VMA running average meets or exceeds the minimum VMA design requirement defined in table 460-1for the mixture produced.
- (3) Have an HMA technician certified at level II make related process adjustments. If mixture redesign is necessary, submit a new JMF, subject to the same specification requirements as the original JMF.

#### 520.3.8 Protection After Laying

Delete the entire subsection.

#### 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.

<sup>(2)</sup> Warning bands are defined as the area between the JMF limits and the warning limits.

#### 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.

#### 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.

#### 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.

#### 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.

#### 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.

#### 637.3.2.1 General

Delete paragraph three effective with the December 2013 letting.

#### 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 2014 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.

#### 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

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### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- 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 designbuild 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.
- 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 nonminority 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 <a href="Form FHWA-1391">Form FHWA-1391</a>. 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 federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

- **5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- **6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- **7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- **8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- 9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 10. Certification of eligibility.

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
- 3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
- **4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

- 1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
- a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
- 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 (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), 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:
- 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 (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), 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:

_County_	<u>%</u>	_County_	<u>%</u>	_County_	<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.

#### **DECEMBER 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 2-28.5 to ensure compliance with this "Buy America" provision.

http://roadwaystandards.dot.wi.gov/standards/cmm/cm-02-28.pdf#cm2-28.5

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

1 of 1

### 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 contacts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this in 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 CRAWFORD 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.

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS \$	TOTAL \$
Bricklayer, Blocklayer or Stonemason	35.58	19.20	54.78
Carpenter	30.16	15.31	45.47
Cement Finisher	30.62	15.74	46.36
Electrician	31.61	19.51	51.12
Fence Erector	28.00	4.50	32.50
Ironworker	30.90	19.11	50.01
Line Constructor (Electrical)	31.29	15.34	46.63
Painter	28.00	13.48	41.48
Pavement Marking Operator	26.04	14.36	40.40
Piledriver	30.66	15.31	45.97
Roofer or Waterproofer	19.98	8.22	28.20
Teledata Technician or Installer	21.26	6.24	27.50
Tuckpointer, Caulker or Cleaner	15.30	7.77	23.07
Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONL	_Y 33.35	14.21	47.56
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	13.75	49.25
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
TRUCK DRIVERS			
Single Axle or Two Axle	33.22	18.90	52.12
Three or More Axle	25.87	14.50	40.37

CRAWFORD COUNTY Page 2

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Articulated, Euclid, Dumptor, Off Road Material Hauler 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 r Day, Independence Day, Labor Day, Thanksgiving Day & Christmas			
See DOT's website for details about the applicability of this night wo http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. sh	rk premium at:		
Pavement Marking Vehicle	23.84	14.86	38.70
Shadow or Pilot Vehicle	33.22	18.90	52.12
Truck Mechanic	25.87	14.50	40.37
LABORERS			
General Laborer Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2		13.90	41.97
Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or to operated), chain saw operator and demolition burning torch laborer;	Add \$.15/hr for bitu	minous worker (	raker
and luteman), formsetter (curb, sidewalk and pavement) and strike of powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and gra			yer.
DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday,			•
Independence Day, Labor Day, Thanksgiving Day & Christmas Day. involving temporary traffic control setup, for lane and shoulder closu	2) Add \$1.25/hr for	work on projects	ination
conditions is necessary as required by the project provisions (including			
such time period).	•		
Asbestos Abatement Worker	24.51	16.02	40.53
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 r	ate on Sunday Nev	y Vear's Day Me	morial
Day, Independence Day, Labor Day, Thanksgiving Day & Christmas			
involving temporary traffic control setup, for lane and shoulder closu	res, when work und	er artificial illumi	ination
conditions is necessary as required by the project provisions (includi such time period).	ing prep time prior to	o and/or cleanup	after
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 6/1/2	014.		
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic r			
Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Department of Transportation or responsible governing agency requ			
artificial illumination with traffic control and the work is completed aft			andor
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	12.00	0.00	12.00
Railroad Track Laborer	13.00	6.18	19.18
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/o Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower Derrick, With or Without Attachments, With a Lifting Capacity of Over 10 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 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 results.	er or 00 Lbs.,		55.12

CRAWFORD COUNTY Page 3

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
Day, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT's website for details about the applicability of this night worlhttp://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. shi	Day. 2) Add \$1.50/ k premium at:		
Backhoe (Track Type) Having a Mfgr.'s Rated Capacity of 130,000 Lbs. of Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower 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 rad Day, Independence Day, Labor Day, Thanksgiving Day & Christmas E See DOT's website for details about the applicability of this night work.	er; t ate on Sunday, Ne Day. 2) Add \$1.50/ k premium at:		
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Scre Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfgr.'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, Vlbratory/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 & Gutt 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, Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grump; 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 F Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor o Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winder Frances	34.22 eed; Tub out ); Rig;	19.90	54.12
& A- Frames.  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 ra Day, Independence Day, Labor Day, Thanksgiving Day & Christmas I See DOT's website for details about the applicability of this night work http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. shi	Day. 2) Add \$1.50/ k premium at:		
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 Industria Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Perform Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); J Digger; Joint Sawer (Multiple Blade); Launch (NOT Performing Work on Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power	al iing leep	19.90	53.86

CRAWFORD COUNTY Page 4

TRADE OR OCCUPATION	HOURLY BASIC RATE OCCUPATION OF PAY		TOTAL	
	\$	<b>\$</b>	\$	
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.  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 rat Day, Independence Day, Labor Day, Thanksgiving Day & Christmas D See DOT's website for details about the applicability of this night work http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. shtr	e on Sunday, Ne ay. 2) Add \$1.50, premium at:			
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 Machin Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or We Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.  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 rat Day, Independence Day, Labor Day, Thanksgiving Day & Christmas D See DOT's website for details about the applicability of this night work http://roadwaystandards.dot.wi.gov/hcci/labor- wages- eeo/ index. shtr	ne); ell e on Sunday, Ne ay. 2) Add \$1.50, premium at:			
Fiber Optic Cable Equipment.	14.00	0.00	14.00	

#### SUPERSEDES DECISION WI20120010 U. S. DEPARTMENT OF LABOR (DAVIS-BACON ACT, MINIMUM WAGE RATES)

Truck Drivers:

Three or More Axles; Euclids, Dumptor &

Eringo

STATE: Wisconsin GENERAL DECISION NUMBER: WI130010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

		Basic Hourly	Fringe
LABORE	RS CLASSIFICATION:	Rates	<u>Benefits</u>
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 (Shovele		
	, , , , , , , , , , , , , , , , , , , ,	•	
	Loader, Utility Man); Batch Truck Dumper; or Cement H	,	
	Bituminous Worker; (Dumper, Ironer, Smoother, Tamper	,,	
	Concrete Handler	\$29.04	14.53
Group 2:	Air Tool Operator; Joint Sawer and Filler (Pavement);		
	Vibrator or Tamper Operator (Mechanical Hand Operated	d);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		
Group 5:	Blaster and Powderman	29.24	14.53
Group 6:	Flagperson; Traffic Control	25.67	14.53

DATE: December 20, 2013

Fringe

**Benefits** 

Basic Hourly

Rates

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; Modification #7 dated December 20, 2013.

#### CLASSES OF LABORER AND MECHANICS

Bricklayer	30.20	17.19
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman		
Ironworker	31.50	20.03
Cement Mason/Concrete Finisher	31.37	16.85
Electrician		
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	21.15	11.53
Well Drilling:		
Well Driller	16.52	3.70

#### 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

POWER EQUIPMENT OPERATO	DRS CLASSIFICATION:	Basic Hourly <u>Rates</u>	Fringe <u>Benefits</u>		PMENT OPERATORS ION: (Continued)	Basic Hourly Rates	Fringe <u>Benefits</u>
Group 1: Cranes, tower cranes an with or without attachm lifting capacity of over or cranes, tower cranes aderricks with boom, lear jib lengths measuring 1 longer	ents, with a 100 tons and ds and/or	\$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);		
Group 2: Cranes, tower cranes an with or without attachm lifting capacity of 100 to less or cranes, tower craderricks with boom, lean jib lengths measuring 1: less, and backhoes (excapacity of 3 cu. yds. ar caisson rigs, pile driver, operator, dredge engine	ents, with a ons or nes and ds and/or 75 feet or avators) a rated nd over,	\$36.22	\$20.10	Group 4:	tugger; boatmen; winches and A-frames; post driver; material hoist operator.  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	\$35.72	\$20.10
Group 3: Mechanic or welder - he equipment, cranes with of 25 tons or less, concr (manual or remote); vib breaker; concrete laser s slipform paver; concrete	a lifting capacity ete breaker rator/sonic concrete ocreed; concrete			Group 5:	machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner	\$35.46	\$20.10
operator; concrete paver duty (rubber tired); cond distributor, automatic su	ment spreader - heavy crete spreader and ubgrader (concrete); aning machine; concrete machine; slipform nisher; hydro blaster uridge paver; concrete			3.346	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);		
mixer (self propelled); s asphalt plant engineer; k cutter and grooving mad screed (bituminous pave	oituminous paver; bump chine; milling machine;			Group 6:	drilling machine helper  Off – road material hauler with or without ejector		\$20.10 \$20.10
planer and scarifier; bac having a manufacturers 3 cu. yds.; grader or mo	khoes (excavators) rated capacity of under			EPA Leve	Pay: If "A" protection - \$3.00 per hour If "B" protection - \$2.00 per hour If "C" protection - \$1.00 per hours		

DATE: December 20, 2013

STATE: Wisconsin

Area3-

GENERAL DECISION NUMBER: WI130010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

TREMPEALEAU. VERNON and WASHBURN COUNTIES

FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)

**Benefits** LABORERS CLASSIFICATION: Rates 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 Electricians boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Area 1 \$28.40 16.676 Hutchins) COUNTIES. 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 Area 3: Electrical contracts under \$130,000 ..... 26.24 16.85 Wausaukee), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto Electrical contracts over \$130,000 ..... 29.41 16.97 County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and 28.10 Hutchins), VILAS AND WOOD COUNTIES Area 4: ..... 17.24 28.61 16.60 Area 5 Area 6 ..... 35.25 19.30 Area 6 -KENOSHA COUNTY Area 8 DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Area8-30.60 24.95% + 10.33 Electricians..... township), ROCK and WALWORTH COUNTIES Area 9: Electricians..... 32.94 18.71 Area 9 -COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), 28.97 19.55 Area 10 GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE Area 11 ..... 31.91 23.60 (except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES Area 12 ..... 32.87 19.23 Area 13 ..... 32.82 22.51 Area 10 -CALUMET (Township of New Holstein), DODGE (East of Hwy, 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES Teledata System Installer Area 14 **DOUGLAS COUNTY** Area 11 -Installer/Technician ..... 21.89 11.83 Area 12 -RACINE (except Burlington township) COUNTY Sound & Communications Area 15 Area 13 -MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES 14.84 Installer..... 16.47 24.75 16.04 Technician..... Area 14 -Statewide. CALUMET (except township of New Holstein), GREEN LAKE Area 1 -Area 15 -DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (N. part, including Townships of Berlin, St. Marie and Seneca), (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & AND WAUKESHA COUNTIES. 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,

DATE: December 20, 2013

#### 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 omision 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.

Page 1 of 1

### PLEASE ATTACH SCHEDULE OF ITEMS HERE

### Wisconsin Department of Transportation PAGE: 1 DATE: 12/12/13

#### SCHEDULE OF ITEMS

REVISED:

LINE		APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION   	QUANTITY   AND UNITS	   DOLLARS   CTS	DOLLARS  CT:	
SECTIO	ON 0001 CONTRACT ITEMS				
0010	201.0120 CLEARING   	   693.000  ID	     	   	
0020	201.0220 GRUBBING   	   693.000  ID	     	   	
	204.0100 REMOVING  PAVEMENT 	   38,469.000  SY	     .	   	
	204.0150 REMOVING CURB & GUTTER	   5,064.000  LF		   	
	204.0155 REMOVING  CONCRETE SIDEWALK 	   7,056.000  SY			
	204.0165 REMOVING  GUARDRAIL 	   30.000  LF			
0070	204.0170 REMOVING FENCE   	   8.000  LF		   	
	204.0185 REMOVING  MASONRY	7.000		   	
	204.0195 REMOVING  CONCRETE BASES 	   47.000  EACH	     		
	204.0210 REMOVING  MANHOLES 	23.000  EACH		       .	

### Wisconsin Department of Transportation PAGE: 2 DATE: 12/12/13

#### SCHEDULE OF ITEMS

REVISED:

LINE NO	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	20111111		DOLLARS CTS
0110	204.0220 REMOVING INLETS   	   50.000  EACH	     	
0120	204.0230 REMOVING  BUILDING (STATION) 01.  102"A"+00 RT	  LUMP 	LUMP	
0130	204.0230 REMOVING  BUILDING (STATION) 02.  108 "G"+00 RT	  LUMP 	  LUMP	
0140	204.0240 SITE CLEARANCE  (PARCEL) 01. PARCEL 15 	  LUMP 	  LUMP	
0150	204.0240 SITE CLEARANCE  (PARCEL) 02. PARCEL 30 	  LUMP 	LUMP	
0160	204.0245 REMOVING STORM  SEWER (SIZE) 01.  12-INCH	   1,991.000  LF		
0170	204.0245 REMOVING STORM  SEWER (SIZE) 02.  15-INCH	   500.000  LF	 	
0180	204.0245 REMOVING STORM  SEWER (SIZE) 03.  18-INCH	   1,179.000  LF		
0190	204.0245 REMOVING STORM  SEWER (SIZE) 05.  24-INCH	   436.000  LF		
	204.0245 REMOVING STORM  SEWER (SIZE) 06.  27-INCH	   474.000  LF		

### Wisconsin Department of Transportation PAGE: 3 DATE: 12/12/13

#### SCHEDULE OF ITEMS

REVISED:

LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS   C	CTS   DOLLARS   CTS
0210	204.0245 REMOVING STORM  SEWER (SIZE) 07.  30-INCH	   266.000  LF	       .	
0220	204.0245 REMOVING STORM  SEWER (SIZE) 08.  36-INCH	   33.000  LF	   	
0230	204.0245 REMOVING STORM  SEWER (SIZE) 30.  38X60-INCH	   744.000  LF	     .	
0240	204.0280 SEALING PIPES   	5.000 EACH	       .	
0250	204.9060.S REMOVING  (ITEM DESCRIPTION) 01.  WOOD POSTS	   11.000  EACH	       .	
0260	205.0100 EXCAVATION  COMMON **P**	33,478.000  CY	       .	
0270	205.0501.S EXCAVATION,  HAULING, AND DISPOSAL OF  PETROLEUM CONTAMINATED  SOIL	   270.000  TON	     	
0280	213.0100 FINISHING  ROADWAY (PROJECT) 01.  1661-05-73	1.000   EACH	       .	
0290	213.0100 FINISHING  ROADWAY (PROJECT) 02.  1661-05-83	   1.000  EACH	   	
0300	305.0120 BASE AGGREGATE  DENSE 1 1/4-INCH 	29,014.000   TON	       .	
0310	311.0110 BREAKER RUN   	   120.000  TON	       .	   

### Wisconsin Department of Transportation PAGE: 4 DATE: 12/12/13

REVISED:

SCHEDULE OF ITEMS

CONTRACT: ONTRACT: 20140211002 PROJECT(S): FEDERAL ID(S):

1661-05-73 WISC 2014018

1661-05-83 N/A

LINE NO	I	APPROX.	UNIT PRICE	BID AMOUNT	
		QUANTITY AND UNITS	   DOLLARS	DOLLARS CT	
	405.0100 COLORING CONCRETE RED	   296.000  CY	   	       .	
	415.0090 CONCRETE PAVEMENT 9-INCH	   38,922.000  SY	   	   	
	415.0210 CONCRETE PAVEMENT GAPS	   2.000  EACH	     	       .	
0350	415.0310 CONCRETE ALLEY	   60.000  SY	     	     	
	415.1090 CONCRETE PAVEMENT HES 9-INCH	   1,074.000  SY	   	     	
0370	415.1310 CONCRETE ALLEY HES	   162.000  SY		   	
	416.0160 CONCRETE DRIVEWAY 6-INCH	   891.000  SY	   	     	
	416.0260 CONCRETE DRIVEWAY HES 6-INCH	   126.000  SY	   	   	
0400	416.0508 CONCRETE ROUNDABOUT TRUCK APRON 8-INCH	   1,329.000  SY	   	   	
	416.0610 DRILLED TIE BARS	   75.000  EACH	   	     	
	416.0620 DRILLED DOWEL BARS	   104.000  EACH	     	     	

### Wisconsin Department of Transportation PAGE: 5 DATE: 12/12/13

SCHEDULE OF ITEMS REVISED:

ONTRACT: 20140211002 CONTRACT:

PROJECT(S): FEDERAL ID(S): 1661-05-73 WISC 201401 1661-05-83 N/A

WISC 2014018

LINE	ITEM   DESCRIPTION 	APPROX.	UNIT PRICE	BID AMOUNT	
NO			DOLLARS   CTS		
	455.0120 ASPHALTIC  MATERIAL PG64-28 	   134.800  TON	   		
0440	455.0605 TACK COAT   	   230.000  GAL	   		
	460.1101 HMA PAVEMENT  TYPE E-1 	2,319.000		     	
	460.2000 INCENTIVE  DENSITY HMA PAVEMENT 	1,490.000  1.00000  DOL		   1490.00 	
	465.0105 ASPHALTIC  SURFACE 	   82.000   TON			
	465.0115 ASPHALTIC  SURFACE DETOURS	   300.000  TON	     		
0490	465.0120 ASPHALTIC  SURFACE DRIVEWAYS AND  FIELD ENTRANCES	   997.000   TON	     		
0500	504.2000.S PRECAST  CONCRETE BOX CULVERT (FT  X FT) 01. 2.5FT W X 1.  17FT H	   148.000  LF			
0510	504.2000.S PRECAST  CONCRETE BOX CULVERT (FT  X FT) 02. 2.5FT W X 1.  58FT H				
	504.2000.S PRECAST  CONCRETE BOX CULVERT (FT  X FT) 03. 5FT W X 3FT H				

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CONTRACT: ONTRACT: 20140211002

PROJECT(S): FEDERAL ID(S):

1661-05-73 WISC 2014018

1661-05-83 N/A

LINE NO	!	APPROX.	UNIT PRICE	BID AMOUNT
		QUANTITY AND UNITS	DOLLARS   CTS	DOLLARS CTS
	504.2000.S PRECAST  CONCRETE BOX CULVERT (FT  X FT) 04. 12FT W X 3FT  H	971.000  LF		
0540	513.2050.S RAILING PIPE   	   15.500  LF	·	   
0550	520.8000 CONCRETE  COLLARS FOR PIPE 	   6.000  EACH	·	       .
	532.0200.S WALL MODULAR  BLOCK GRAVITY	3,297.000  SF		   
	601.0105 CONCRETE CURB  TYPE A 	   798.000  LF	·	       .
	601.0405 CONCRETE CURB &  GUTTER 18-INCH TYPE A 	703.000	·	       .
	601.0407 CONCRETE CURB &  GUTTER 18-INCH TYPE D 	   584.000  LF	 	     
	601.0409 CONCRETE CURB &  GUTTER 30-INCH TYPE A 	   14,170.000  LF	·	       .
	601.0411 CONCRETE CURB &  GUTTER 30-INCH TYPE D	3,167.000	·	   
	601.0413 CONCRETE CURB &  GUTTER 6-INCH SLOPED  30-INCH TYPE G	2,691.000		

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LINE	ITEM   DESCRIPTION 	APPROX.		UNIT PRICE		BID AMOUNT	
NO			QUANTITY AND UNITS	DOLLARS	CTS	DOLLARS	CTS
	601.0580 CONCRETE CURB &  GUTTER 4-INCH SLOPED  36-INCH TYPE R	      LF	1,062.000				
0640	601.0600 CONCRETE CURB  PEDESTRIAN 	    LF	632.000			   	
0650	602.0405 CONCRETE  SIDEWALK 4-INCH 	    SF	71,908.000    71,908			   	
	602.0415 CONCRETE  SIDEWALK 6-INCH 	    SF	3,900.000		     	   	
0670	602.0505 CURB RAMP  DETECTABLE WARNING FIELD  YELLOW	    SF			.	   	
0680	602.1500 CONCRETE STEPS   	    SF	252.000    252.000		.	   	
	608.0312 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS III 12-INCH	      LF	1,046.000	   	.	   	
0700	608.0315 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS III 15-INCH	      LF	342.000				
0710	608.0318 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS III 18-INCH	      LF				   	
0720	608.0321 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS III 21-INCH	      LF	167.000			   	

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LINE NO	I	APPROX.	UNIT PR	ICE	BID AM	OUNT
NO	DESCRIPTION 	QUANTITY   AND UNITS	   DOLLARS	CTS	   DOLLARS	CTS
	608.0324 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS III 24-INCH	   613.000  LF	   		   	
	608.0336 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS III 36-INCH	   335.000  LF				
	608.0348 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS III 48-INCH	   1,110.000  LF				
	608.0412 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS IV 12-INCH	   4,699.000  LF	   		   	
0770	608.0415 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS IV 15-INCH	   552.000  LF	 		   	
	608.0418 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS IV 18-INCH	   257.000  LF	   		   	
0790	608.0421 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS IV 21-INCH	   47.000  LF	   		   	
0800	608.0424 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS IV 24-INCH	   24.000  LF	   		   	
0810	608.0430 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS IV 30-INCH	   184.000  LF			   	
	608.0436 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS IV 36-INCH	   205.000  LF	     		     	

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LINE	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS	!	DOLLARS CTS
0830	608.0460 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS IV 60-INCH	   16.000  LF	)   	     
	608.0548 STORM SEWER  PIPE REINFORCED CONCRETE  CLASS V 48-INCH	   148.000  LF	)   	   
	610.0114 STORM SEWER   PIPE REINFORCED CONCRETE   HORIZONTAL ELLIPTICAL   CLASS HE-III 14X23-INCH	   967.000  LF 		
	610.0124 STORM SEWER PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-III 24X38-INCH	279.000		       
	610.0129 STORM SEWER PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-III 29X45-INCH	164.000  LF		     
	610.0134 STORM SEWER PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-III 34X53-INCH	793.000		
	610.0138 STORM SEWER  PIPE REINFORCED CONCRETE  HORIZONTAL ELLIPTICAL  CLASS HE-III 38X60-INCH	   16.000  LF 		       
	611.0530 MANHOLE COVERS  TYPE J 	   55.000  EACH		

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LINE	ITEM   DESCRIPTION	APPROX.	UNIT PRICE	
NO	DESCRIPTION			DOLLARS  CTS
	611.0545 MANHOLE COVERS  TYPE L 	   18.000  EACH	     	       .
	611.0609 INLET COVERS  TYPE B-A 	   8.000  EACH	     	     
	611.0624 INLET COVERS  TYPE H 	   202.000  EACH	   	     .
	611.0630 INLET COVERS  TYPE HM-GJ 	   18.000  EACH		     .
	611.0633 INLET COVERS  TYPE HM-GJ-S 	   6.000  EACH		     .
	611.0639 INLET COVERS  TYPE H-S 	   47.000  EACH	   	
	611.0642 INLET COVERS  TYPE MS 	   3.000  EACH	     	     
	611.0652 INLET COVERS  TYPE T 	   9.000  EACH		
	611.1006 CATCH BASINS  6-FT DIAMETER 	   1.000  EACH		     .
	611.2004 MANHOLES 4-FT  DIAMETER 	   13.000  EACH		
	611.2006 MANHOLES 6-FT  DIAMETER 	   9.000  EACH		

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LINE	ITEM	APPROX.	UNIT PRICE	I .	
NO	DESCRIPTION	QUANTITY AND UNITS		DOLLARS CTS	
	611.2008 MANHOLES 8-FT DIAMETER	   19.000  EACH		       .	
1030	611.2066 MANHOLES 6X6-FT	   1.000   EACH		       .	
	611.3004 INLETS 4-FT DIAMETER	   62.000   EACH		       .	
1050	611.3230 INLETS 2X3-FT	206.000   EACH		       .	
	611.3901 INLETS MEDIAN 1 GRATE	3.000   EACH		       .	
	611.8110 ADJUSTING MANHOLE COVERS	   2.000   EACH		       .	
1080	612.0902.S INSULATION BOARD POLYSTYRENE (INCH) 01. 2-INCH	   100.000   SY		       .	
	614.0305 STEEL PLATE BEAM GUARD CLASS A	   8.000  LF		       .	
1100	616.0700.S FENCE SAFETY	   500.000   LF		       .	
	618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 01.	1.000  EACH		       	

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#### SCHEDULE OF ITEMS

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LINE		APPROX.	UNIT PR		BID AM	OUNT
NO	DESCRIPTION		DOLLARS		   DOLLARS	CTS
	618.0100 MAINTENANCE AND  REPAIR OF HAUL ROADS  (PROJECT) 02.  1661-05-83	1.000   EACH			     	
1130	619.1000 MOBILIZATION   	   1.000   EACH			   	
	620.0100 CONCRETE  CORRUGATED MEDIAN 	2,303.000  SF			   	
	620.0200 CONCRETE MEDIAN  BLUNT NOSE 	   73.000   SF		•	   	
1160	620.0300 CONCRETE MEDIAN  SLOPED NOSE 	   1,619.000   SF			   	
1170	624.0100 WATER   	   265.000   MGAL			   	
1180	625.0105 TOPSOIL   	   305.000   CY			   	
	625.0500 SALVAGED  TOPSOIL 	   16,422.000   SY			   	
1200	627.0200 MULCHING 	   12,671.000   SY				
1210	628.1504 SILT FENCE   		   		   	

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LINE	TTEM DESCRIPTION	APPROX.	UNIT PR	ICE	BID AM	OUNT
NO	DESCRIPTION 	QUANTITY     AND UNITS	DOLLARS	CTS	   DOLLARS	CTS
	628.1520 SILT FENCE  MAINTENANCE 					
	628.1905 MOBILIZATIONS  EROSION CONTROL 	   11.000   EACH		     	   	
1240	628.1910 MOBILIZATIONS  EMERGENCY EROSION  CONTROL	   6.000   EACH				
	628.2006 EROSION MAT  URBAN CLASS I TYPE A 	   9,566.000   SY		     	   	
	628.2021 EROSION MAT  CLASS II TYPE A 	   670.000   SY		     	   	
	628.7005 INLET  PROTECTION TYPE A 				   	
	628.7015 INLET  PROTECTION TYPE C 			.		
1290	629.0210 FERTILIZER TYPE  B 			.	   	
	630.0140 SEEDING MIXTURE  NO. 40	465.000   LB		.	   	
	630.0200 SEEDING  TEMPORARY 	30.000   LB		     	     	

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#### SCHEDULE OF ITEMS

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LINE	   ITEM	APPROX.	UNIT PRICE	BID AMOUNT
NO	!			!
1320	632.0101 TREES (SPECIES,  ROOT, SIZE) 01. GINKGO  BILOBA "AUTUMN GOLD" B&B,  2-INCH	10.000    EACH		
1330	632.0101 TREES (SPECIES,  ROOT, SIZE) 02.  GLEDITSIA TRIACNTHOS VAR  INERMIS "SKYLINE" B&B,  2-INCH	30.000   30.000   EACH		       
1340	632.0101 TREES (SPECIES,  ROOT, SIZE) 03. ULMUS  "PATRIOT", B&B, 2-INCH	: :		       .
1350	632.0101 TREES (SPECIES,  ROOT, SIZE) 04. PYRUS  CALLERYANA "CHANTICLEER",  B&B, 2-INCH	4.000   EACH		
1360	632.0101 TREES (SPECIES,  ROOT, SIZE) 05.  AMELANCHIER X  GRANDIFLORA "AUTUMN  BRILLIANCE", B&B, 1  1/2-INCH	5.000 EACH		
1370	632.0101 TREES (SPECIES,  ROOT, SIZE) 06. PICEA  ABIES NORWAY SPRUCE, B&B,  6-FT HT	3.000   EACH		     
1380	632.0101 TREES (SPECIES,  ROOT, SIZE) 07. PICEA  GLAUCA VAR. DENSATA  BLACK HILLS SPRUCE, 6-FT  HT	2.000   EACH		       
1390	632.0101 TREES (SPECIES,  ROOT, SIZE) 08. PINUS  STROBUS EASTERN WHITE  PINE, B&B, 6-FT HT	   1.000   EACH		

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LINE NO	ITEM   DESCRIPTION	APPROX. QUANTITY	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	AND UNITS	!	DOLLARS CTS
	632.0101 TREES (SPECIES,  ROOT, SIZE) 09.  GYMNOCLADUS DIOCIUS  "ESPRESSO" B&B, 2-INCH	   3.000  EACH	     	     
1410	632.0201 SHRUBS (SPECIES,  ROOT, SIZE) 01. CRIMSON  PYGMY BARBERRY, #3 CG,  18-INCH HT	39.000	     	     
1420	632.0201 SHRUBS (SPECIES,  ROOT, SIZE) 02. GRO-LOW  FRAGRANT SUMAC, #3 CG,  18-INCH HT	72.000	     	
1430	632.0201 SHRUBS (SPECIES,  ROOT, SIZE) 03. FROEBEL  SPIREA, #3 CG, 18-INCH  HT	87.000	 	
1440	632.0201 SHRUBS (SPECIES,  ROOT, SIZE) 04. DWARF  BUSH HONEYSUCKLE, #3 CG,  18-INCH HT	4.000		     
1450	632.0201 SHRUBS (SPECIES,  ROOT, SIZE) 05. HAPPY  CENTENNIAL FORSYTHIA, #3  CG, 18-INCH HT	4.000	     	     
1460	632.0201 SHRUBS (SPECIES,  ROOT, SIZE) 06.  ANNABELLE HYDRANGEA #3  CG, 18-INCH HT	   2.000  EACH	     	     
1470	632.9101 LANDSCAPE  PLANTING SURVEILLANCE  AND CARE CYCLES	   899.000  EACH	       .	       .
	634.0414 POSTS WOOD  4X4-INCH X 14-FT	   165.000  EACH	     	

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CONTRACT: ONTRACT: 20140211002

LINE	ITEM DESCRIPTION	A	PPROX.	UNIT P	RICE	BID AM	OUNT
NO	DESCRIPTION		!	DOLLARS		DOLLARS	CTS
	634.0416 POSTS WOOD 4X4-INCH X 16-FT	      EACH	70.000		.		
	634.0618 POSTS WOOD 4X6-INCH X 18-FT	      EACH	6.000    		.		
	637.2210 SIGNS TYPE II REFLECTIVE H	    SF	1,454.860    1,454.860		.		
	637.2230 SIGNS TYPE II REFLECTIVE F	      SF	516.200   516.200		-      -		
	638.2602 REMOVING SIGNS	      EACH	164.000  		·		
	638.3000 REMOVING SMALL SIGN SUPPORTS	      EACH	101.000		.		
	642.5201 FIELD OFFICE TYPE C	      EACH	1.000				
1560	643.0200 TRAFFIC CONTROL SURVEILLANCE AND MAINTENANCE (PROJECT) 01. 1661-05-73	j	177.000    				
	643.0300 TRAFFIC CONTROL DRUMS	Į.	8,426.000		.		
	643.0410 TRAFFIC CONTROL BARRICADES TYPE II		3,052.000				

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LINE	TIEM DESCRIPTION		APPROX. UANTITY	UNIT P	BID AM 	
NO	DESCRIPTION				DOLLARS	
	643.0420 TRAFFIC CONTROL  BARRICADES TYPE III 	    DAY	8,071.000    8,071		   	
	643.0705 TRAFFIC CONTROL  WARNING LIGHTS TYPE A 	    DAY			   	
	643.0800 TRAFFIC CONTROL  ARROW BOARDS 	    DAY	133.000		   	
	643.0900 TRAFFIC CONTROL  SIGNS 		8,423.000    8,423		   	
	643.1050 TRAFFIC CONTROL  SIGNS PCMS 	    DAY	78.000    78.000		   	
1640	643.2000 TRAFFIC CONTROL  DETOUR (PROJECT) 01.  1661-05-73	      EACH	1.000		   	
	643.3000 TRAFFIC CONTROL  DETOUR SIGNS 	:	52,191.000   52,191		   	
	646.0103 PAVEMENT  MARKING PAINT 4-INCH 	      LF	9,000.000		   	
1670	646.0106 PAVEMENT  MARKING EPOXY 4-INCH 	      LF	21,136.000		   	
	646.0126 PAVEMENT  MARKING EPOXY 8-INCH 	      LF	4,221.000		   	
	646.0600 REMOVING  PAVEMENT MARKINGS	      LF	204.000		     	

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LINE		APPROX.	UNIT PR		BID AM	OUNT
NO	DESCRIPTION	QUANTITY     AND UNITS	DOLLARS		DOLLARS	CTS
1700	647.0110 PAVEMENT  MARKING RAILROAD  CROSSINGS EPOXY	10.000   EACH			   	
	647.0156 PAVEMENT  MARKING ARROWS EPOXY  TYPE 1					
1720	647.0166 PAVEMENT  MARKING ARROWS EPOXY  TYPE 2	14.000   EACH	  - 		   	
1730	647.0170 PAVEMENT  MARKING ARROWS EPOXY  TYPE 3R	13.000   EACH	·		   	
1740	647.0176 PAVEMENT  MARKING ARROWS EPOXY  TYPE 3	19.000   EACH			   	
	647.0196 PAVEMENT  MARKING ARROWS EPOXY  TYPE 5	   6.000   EACH			   	
	647.0356 PAVEMENT  MARKING WORDS EPOXY 	27.000   EACH			   	
	647.0456 PAVEMENT  MARKING CURB EPOXY 	316.000   LF			   	
1780	647.0526 PAVEMENT  MARKING YIELD LINE  SYMBOLS EPOXY 18-INCH	308.000   EACH				
1790	647.0553 PAVEMENT  MARKING STOP LINE PAINT  12-INCH	366.000   LF			   	

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LINE NO	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY   AND UNITS	DOLLARS   CTS	DOLLARS CTS
	647.0566 PAVEMENT  MARKING STOP LINE EPOXY  18-INCH	   135.000  LF		   
1810	647.0606 PAVEMENT  MARKING ISLAND NOSE  EPOXY	   26.000  EACH		   
1820	647.0726 PAVEMENT  MARKING DIAGONAL EPOXY  12-INCH	   1,287.000  LF		   
	647.0776 PAVEMENT  MARKING CROSSWALK EPOXY  12-INCH	   1,707.000  LF		   
1840	647.0856 PAVEMENT  MARKING CONCRETE  CORRUGATED MEDIAN EPOXY 	1,972.000		     
1850	649.0400 TEMPORARY  PAVEMENT MARKING  REMOVABLE TAPE 4-INCH	   2,250.000  LF	 	
1860	649.0900 TEMPORARY  PAVEMENT MARKING STOP  LINE 12-INCH	   232.000  LF		   
1870	650.4000 CONSTRUCTION  STAKING STORM SEWER 	   391.000  EACH		   
1880	650.4500 CONSTRUCTION  STAKING SUBGRADE	   13,745.000  LF		   
1890	650.5000 CONSTRUCTION  STAKING BASE 	   2,572.000  LF	       .	

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LINE	ITEM   DESCRIPTION 	APPROX.	UNIT PRICE	BID AMOUNT	
NO		QUANTITY AND UNITS	DOLLARS   CTS	!	
	650.5500 CONSTRUCTION STAKING CURB GUTTER AND CURB & GUTTER	   4,291.000  LF	   		
	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 01. RETAINING WALL #1	  LUMP	LUMP		
1920	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 02. RETAINING WALL #2	LUMP	LUMP		
1930	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 03. RETAINING WALL #3	  LUMP 	  LUMP		
1940	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 04. RETAINING WALL #4	LUMP	  LUMP	     	
1950	650.6500 CONSTRUCTION  STAKING STRUCTURE LAYOUT  (STRUCTURE) 05.  RETAINING WALL #5	  LUMP	  LUMP 	     	
1960	650.6500 CONSTRUCTION  STAKING STRUCTURE LAYOUT  (STRUCTURE) 06.  RETAINING WALL #6	  LUMP	  LUMP 		
	650.6500 CONSTRUCTION  STAKING STRUCTURE LAYOUT  (STRUCTURE) 07.  RETAINING WALL #7	  LUMP 	  LUMP 	     	

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LINE		APPROX.	UNIT PR	ICE	BID AMOUNT	
NO	DESCRIPTION	QUANTITY   AND UNITS	DOLLARS	CTS	   DOLLARS	CTS
1980	650.6500 CONSTRUCTION  STAKING STRUCTURE LAYOUT  (STRUCTURE) 08.  RETAINING WALL #8	  LUMP 	  LUMP 		     	
1990	650.6500 CONSTRUCTION  STAKING STRUCTURE LAYOUT  (STRUCTURE) 09.  RETAINING WALL #9	  LUMP 	  LUMP 		     	
2000	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 10. RETAINING WALL #10	  LUMP 	  LUMP 		     	
2010	650.6500 CONSTRUCTION  STAKING STRUCTURE LAYOUT  (STRUCTURE) 11.  RETAINING WALL #11	  LUMP 	  LUMP 		     	
2020	650.6500 CONSTRUCTION  STAKING STRUCTURE LAYOUT  (STRUCTURE) 12.  RETAINING WALL #12	  LUMP 	  LUMP 		     	
2030	650.6500 CONSTRUCTION  STAKING STRUCTURE LAYOUT  (STRUCTURE) 13.  RETAINING WALL #13	  LUMP 	  LUMP 		     	
2040	650.6500 CONSTRUCTION  STAKING STRUCTURE LAYOUT  (STRUCTURE) 14.  RETAINING WALL #14	  LUMP 	  LUMP 		     	
2050	650.6500 CONSTRUCTION  STAKING STRUCTURE LAYOUT  (STRUCTURE) 15.  RETAINING WALL #15	  LUMP 	  LUMP 		     	

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LINE	TTEM DESCRIPTION	APPROX.	UNIT PRICE		BID AM	OUNT
NO	DESCRIPTION 	QUANTITY   AND UNITS	   DOLLARS		   DOLLARS	CTS
	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 16. RETAINING WALL #16	  LUMP 	  LUMP 		     	
	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 17. RETAINING WALL #17	  LUMP 	  LUMP 		     	
2080	650.6500 CONSTRUCTION   STAKING STRUCTURE LAYOUT   (STRUCTURE) 18.   RETAINING WALL #18	  LUMP 	  LUMP 		     	
2090	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 19. RETAINING WALL #19	  LUMP 	  LUMP 		     	
	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 20. RETAINING WALL #20	  LUMP 	  LUMP 		     	
	650.6500 CONSTRUCTION STAKING STRUCTURE LAYOUT (STRUCTURE) 21. RETAINING WALL #21	  LUMP 	  LUMP 		     	
2120	650.7000 CONSTRUCTION   STAKING CONCRETE   PAVEMENT	   11,464.000  LF	   		   	
2130	650.8500 CONSTRUCTION  STAKING ELECTRICAL  INSTALLATIONS (PROJECT)  01. 1661-05-73		  LUMP 		     	

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CONTRACTOR : | APPROX. | UNIT PRICE | BID AMOUNT | QUANTITY | ------ | AND UNITS | DOLLARS | CTS | DOLLARS | CTS ITEM DESCRIPTION LINE NO | 650.9910 CONSTRUCTION 2140 STAKING SUPPLEMENTAL LUMP CONTROL (PROJECT) 01. 1661-05-73 \_\_\_\_\_\_ 2150 STAKING SLOPE STAKES 13,745.000 |LF 652.0225 CONDUIT RIGID 8,175.000 LF 2160 NONMETALLIC SCHEDULE 40 2-INCH | | 672.000| |LF | 652.0235 CONDUIT RIGID 2170 NONMETALLIC SCHEDULE 40 672.000| 3-INCH |652.0800 CONDUIT LOOP 3,877.000 |LF 2180 DETECTOR 653.0105 PULL BOXES 6.000 | EACH 2190 STEEL 12X24-INCH 653.0135 PULL BOXES 15.000 2200|STEEL 24X36-INCH 653.0140 PULL BOXES | 46.000| |EACH | 2210 | STEEL 24X42-INCH |653.0905 REMOVING PULL | | 10.000| |EACH | 2220 BOXES |654.0101 CONCRETE BASES | 5.000 |EACH 2230 TYPE 1

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REVISED:

CONTRACT: PROJECT(S): FEDERAL ID(S): 20140211002 1661-05-73 WISC 2014018 1661-05-83 N/A

CONTRACTOR : ITEM LINE DESCRIPTION NO | |654.0102 CONCRETE BASES | 3.000 EACH 654.0106 CONCRETE BASES 28.000 EACH 2250 TYPE 6 |654.0110 CONCRETE BASES | 2260 TYPE 10 | 12.000| |EACH | 654.0113 CONCRETE BASES 4.000 EACH 2270 | TYPE 13 654.0200 CONCRETE 280 CONTROL CABINET BASES | 1.000 | TYPE 6 | EACH | 2280 CONTROL CABINET BASES 654.0217 CONCRETE 2290 CONTROL CABINET BASES 4.000 TYPE 9 SPECIAL EACH |655.0210 CABLE TRAFFIC | 300|SIGNAL 3-14 AWG | | | 150.000| |LF 2300|SIGNAL 3-14 AWG |655.0230 CABLE TRAFFIC | 2310|SIGNAL 5-14 AWG | 1,008.000 2310 SIGNAL 5-14 AWG LF |655.0240 CABLE TRAFFIC | 320|SIGNAL 7-14 AWG | | 174.000| |LF | 2320|SIGNAL 7-14 AWG | 655.0250 CABLE TRAFFIC | 2330 | SIGNAL 9-14 AWG | 1,521.000 |LF 655.0255 CABLE TRAFFIC 2340 SIGNAL 12-12 AWG | 543.000 | LF

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LINE		APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 	QUANTITY AND UNITS	DOLLARS   CTS	   DOLLARS  CTS
	655.0260 CABLE TRAFFIC  SIGNAL 12-14 AWG 	   252.000  LF	     	   
	655.0305 CABLE TYPE UF  2-12 AWG GROUNDED 	   560.000  LF	     	   
	655.0310 CABLE TYPE UF  2-12 AWG	730.000	     	   
	655.0515 ELECTRICAL WIRE  TRAFFIC SIGNALS 10 AWG 	   874.000  LF	     	     
	655.0610 ELECTRICAL WIRE  LIGHTING 12 AWG 	5,835.000 LF	     	   
	655.0615 ELECTRICAL WIRE  LIGHTING 10 AWG 	2,610.000	   	
	655.0625 ELECTRICAL WIRE  LIGHTING 6 AWG 	   11,681.000  LF	     	   
	655.0635 ELECTRICAL WIRE  LIGHTING 2 AWG 	   11,681.000  LF		   
	655.0700 LOOP DETECTOR  LEAD IN CABLE 	   17,241.000  LF		   
	655.0800 LOOP DETECTOR  WIRE 		       .	

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#### SCHEDULE OF ITEMS

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LINE	ITEM	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY AND UNITS		   DOLLARS  CTS
2450	656.0200 ELECTRICAL  SERVICE METER BREAKER  PEDESTAL (LOCATION) 01.  WEBSTER	  LUMP 	  LUMP 	     
2460	656.0200 ELECTRICAL  SERVICE METER BREAKER  PEDESTAL (LOCATION) 02.  WISCONSIN	  LUMP 	  LUMP 	
2470	657.0100 PEDESTAL BASES   	   5.000  EACH	     	   
2480	657.0255 TRANSFORMER  BASES BREAKAWAY 11  1/2-INCH BOLT CIRCLE	   31.000  EACH		     .
2490	657.0315 POLES TYPE 4   	   3.000  EACH		     .
	657.0420 TRAFFIC SIGNAL  STANDARDS ALUMINUM 13-FT 	   5.000  EACH		
2510	657.0714 LUMINAIRE ARMS  TRUSS TYPE 4-INCH CLAMP  15-FT	   1.000  EACH		
2520	657.0715 LUMINAIRE ARMS  TRUSS TYPE 4 1/2-INCH  CLAMP 15-FT	   28.000  EACH	   	     .
2530	658.0110 TRAFFIC SIGNAL  FACE 3-12 INCH VERTICAL 	   21.000  EACH		
	658.0215 BACKPLATES  SIGNAL FACE 3 SECTION  12-INCH	   21.000  EACH		

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LINE	ITEM   DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION 		DOLLARS   CTS	
	658.0500 PEDESTRIAN PUSH  BUTTONS 	   10.000  EACH		
2560	658.0635 LED MODULES  PEDESTRIAN COUNTDOWN  TIMER 16-INCH	   10.000  EACH	   	
	658.5069 SIGNAL MOUNTING  HARDWARE (LOCATION) 01.  WEBSTER	  LUMP 	  LUMP 	
	658.5069 SIGNAL MOUNTING  HARDWARE (LOCATION) 02.  IOWA	  LUMP 	  LUMP	   
2590	658.5069 SIGNAL MOUNTING  HARDWARE (LOCATION) 03.  BLACKHAWK	  LUMP 	    LUMP 	   
2600	661.0200 TEMPORARY  TRAFFIC SIGNALS FOR  INTERSECTIONS (LOCATION)  01. IOWA & MAIN	  LUMP	  LUMP 	     
	661.0200 TEMPORARY  TRAFFIC SIGNALS FOR  INTERSECTIONS (LOCATION)  02. WISCONSIN & MAIN	  LUMP 	LUMP	 
	661.0200 TEMPORARY  TRAFFIC SIGNALS FOR  INTERSECTIONS (LOCATION)  03. BLACKHAWK & MAIN	  LUMP 	  LUMP 	     
	673.0105 COMMUNICATION  VAULT TYPE 1 	   4.000  EACH	 	   
2640	678.0036 INSTALL FIBER  OPTIC CABLE OUTDOOR  PLANT 36-CT	   3,960.000  LF		       .

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CONTRA	ACTOR:			
LINE NO	ITEM   DESCRIPTION 	APPROX. QUANTITY AND UNITS	UNIT PRICE	BID AMOUNT
	678.0500 COMMUNICATION  SYSTEM TESTING	LUMP	    LUMP 	
2660	690.0150 SAWING ASPHALT   	   3,251.000  LF	   	     
2670	690.0250 SAWING CONCRETE   	   820.000  LF	     	       .
2680	715.0415 INCENTIVE  STRENGTH CONCRETE  PAVEMENT	3,000.000 DOL	1.00000	3000.00
2690	ASP.1T0A ON-THE-JOB  TRAINING APPRENTICE AT  \$5.00/HR	   2,400.000  HRS	   5.00000 	   12000.00 
2700	ASP.1T0G ON-THE-JOB  TRAINING GRADUATE AT \$5.  00/HR	   2,160.000  HRS	5.00000	10800.00
	SPV.0035 SPECIAL 01.  PEA GRAVEL STONE MULCH 	   1.600  CY		     
	SPV.0035 SPECIAL 02.  RED GRANITE STONE MULCH	   22.900  CY		     
	SPV.0035 SPECIAL 03.  SHREDDED BARK MULCH	   60.000  CY		       .
2740	SPV.0060 SPECIAL 01.  CONNECT TO EXISTING  WATER MAIN	   18.000  EACH	     	     
	SPV.0060 SPECIAL 02.  1-INCH CURB VALVE W/BOX	   87.000  EACH	     	     

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LINE	!	!	ROX.	UNIT P	RICE	BID AM	OUNT
NO	DESCRIPTION 		TITY   UNITS	DOLLARS		DOLLARS	CTS
2760	SPV.0060 SPECIAL 03.  1-INCH CORPORATION STOP	    EACH	87.000    		.		
2770	SPV.0060 SPECIAL 04.  UNION TO RECONNECT  EXISTING LATERAL 1-INCH  OR SMALLER	    EACH	70.000		.		
	SPV.0060 SPECIAL 05.  UNION TO RECONNECT  EXISTING LATERAL 2-INCH	    EACH	1.000				
2790	SPV.0060 SPECIAL 06.  2-INCH CURB VALVE W/BOX	    EACH	1.000		.   		
	SPV.0060 SPECIAL 07.  2-INCH CORPORATION STOP	    EACH	1.000				
2810	SPV.0060 SPECIAL 08.  GATE VALVE WITH BOX,  4-INCH	    EACH	1.000		.		
2820	SPV.0060 SPECIAL 09.  GATE VALVE WITH BOX,  6-INCH	    EACH	36.000  				
2830	SPV.0060 SPECIAL 10.  GATE VALVE WITH BOX,  8-INCH	      EACH	14.000    14.000		.   		
2840	SPV.0060 SPECIAL 11.  GATE VALVE WITH BOX,  10-INCH	    EACH	6.000    		.   		
	SPV.0060 SPECIAL 12.  HYDRANT 	      EACH	14.000		     		

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LINE NO	ITEM   DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	AND UNITS	DOLLARS   CTS	DOLLARS CTS
2860	SPV.0060 SPECIAL 13.  CONNECT TO EXISTING  SANITARY SEWER	23.000   EACH	     	   
2870	SPV.0060 SPECIAL 14.  SANITARY WYE, 8-INCH  X4-INCH PVC	   40.000  EACH	     	   
2880	SPV.0060 SPECIAL 15.  SANITARY WYE, 8-INCH X  6-INCH PVC	3.000  EACH		   
2890	SPV.0060 SPECIAL 16.  RECONNECT LATERAL  W/FLEXIBLE CONNECTOR	   39.000  EACH		     
2900	SPV.0060 SPECIAL 17.  SANITARY MANHOLE,  48-INCH PRECAST CONCRETE  W/CASTING	23.000   EACH	     	
2910	SPV.0060 SPECIAL 18.  TRACER WIRE ACCESS BOX	   21.000  EACH	     	   
2920	SPV.0060 SPECIAL 19.  PERENNIAL, ROUGH BLAZING  STAR # 1 CONTAINER	   171.000  EACH	     	     
2930	SPV.0060 SPECIAL 20.  PERENNIAL, BLACK-EYED  SUSAN #1 CONTAINER	   258.000  EACH		   
2940	SPV.0060 SPECIAL 21.  PERENNIAL, PRAIRIE  DROPSEED #1 CONTAINER	99.000   EACH	     	   
2950	SPV.0060 SPECIAL 22.  PERENNIAL, CANYON BLUE  LEAF WILLOW #3 CONTAINER	3.000 EACH		   

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CONTRACTOR : APPROX. | UNIT PRICE | BID AMOUNT | QUANTITY |------ITEM LINE NO | DESCRIPTION |-----AND UNITS | DOLLARS | CTS | DOLLARS | CTS SPV.0060 SPECIAL 23. 3.000 2960 PERENNIAL, BLUE FOREST JUNIPER #3 CONTAINER | EACH \_\_\_\_\_ SPV.0060 SPECIAL 24. 2970 PERENNIAL, TAUNTON YEW SPV.0060 SPECIAL 25. 3.000 EACH 2980 FLAGPOLE, ILLUMINATED SPV.0060 SPECIAL 28. 2990 | DECORATIVE LUMINAIRE AND | POLE ASSEMBLY 14-FT | EACH | SPV.0060 SPECIAL 29. 3000 CONCRETE DECORATIVE 4.000 EACH LIGHT BASE SPV.0060 SPECIAL 30. 4.000 3010 PULL BOX ASSEMBLY EACH SPV.0060 SPECIAL 32. 4.000 3020 TREE GRATE EACH |SPV.0060 SPECIAL 33. | | ASTER, #1 CONTAINER | EACH 3030 PERENNIAL, SMOOTH BLUE |SPV.0060 SPECIAL 34. 040|SPECIAL MANHOLE 4-FT | 10.000| |EACH 3040 SPECIAL MANHOLE 4-FT SPV.0060 SPECIAL 35. 11.000 | EACH 3050 SPECIAL MANHOLE 6-FT | | 2.000| |EACH | SPV.0060 SPECIAL 36. 3060|SPECIAL MANHOLE 8-FT

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LINE	TTEM DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION	QUANTITY   AND UNITS		DOLLARS CTS	
	SPV.0060 SPECIAL 37.  BOX WITH ACCESS OPENING	   2.000  EACH			
	SPV.0060 SPECIAL 38.  SPECIAL MANHOLE 4X8-FT	   1.000  EACH		     	
	SPV.0060 SPECIAL 39.  SPECIAL MANHOLE 8X8-FT 	   1.000  EACH			
	SPV.0060 SPECIAL 40.  SPECIAL MANHOLE 8X16-FT 	   1.000  EACH			
	SPV.0060 SPECIAL 41.  SPECIAL MANHOLE 8X15-FT 	   1.000  EACH			
	SPV.0060 SPECIAL 42.  SPECIAL MANHOLE 14X16-FT 	   1.000  EACH			
	SPV.0060 SPECIAL 43.  SPECIAL MANHOLE 16X16-FT 	   1.000  EACH			
	SPV.0060 SPECIAL 45.  SPECIAL INLET 2X3-FT	   14.000  EACH		   	
	SPV.0060 SPECIAL 46.  SPECIAL INLET 4-FT	   7.000  EACH		   	
	SPV.0060 SPECIAL 47.  CONNECT PIPE TO BOX	   20.000  EACH		     	
	SPV.0060 SPECIAL 48.  48X12-INCH TEE 	   1.000  EACH	     		

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LINE	TTEM DESCRIPTION	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	AND UNITS	DOLLARS   CTS	i .
	SPV.0060 SPECIAL 49.  REMOVING SIGN SUPPORTS 	   11.000  EACH		
	SPV.0060 SPECIAL 50.  REMOVING SIGNS 	   8.000  EACH	     	       .
	SPV.0060 SPECIAL 51.  REMOVING LIGHT POLES 	   8.000  EACH	   	     .
	SPV.0060 SPECIAL 52.  REMOVING PARKING CURBS 	   9.000  EACH		
3220	SPV.0060 SPECIAL 53.  REMOVING CONCRETE  BOLLARDS	   9.000  EACH		
3230	SPV.0060 SPECIAL 54.  ADJUSTING MONITORING  WELLS	   1.000  EACH		
3240	SPV.0060 SPECIAL 60.  LUMINAIRE UTILITY LED  CAT B	   33.000  EACH	   	   
	SPV.0060 SPECIAL 61.  FESTOON OUTLET 	   28.000  EACH	   	
	SPV.0060 SPECIAL 62.  POLES TYPE 9 	   8.000  EACH	     	     
	SPV.0060 SPECIAL 63.  POLES TYPE 10	   4.000  EACH	     	     
	SPV.0060 SPECIAL 64.  MONOTUBE ARMS 15-FT	   2.000  EACH	       .	       .

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#### SCHEDULE OF ITEMS

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LINE NO	!	APPROX.	UNIT PRICE	BID AMOUNT
NO	DESCRIPTION	QUANTITY   AND UNITS	DOLLARS   CTS	DOLLARS CTS
	SPV.0060 SPECIAL 65.  MONOTUBE ARMS 20-FT	   1.000  EACH		
	SPV.0060 SPECIAL 66.  MONOTUBE ARMS 25-FT	   2.000  EACH		
	SPV.0060 SPECIAL 67.  MONOTUBE ARMS 30-FT	   7.000  EACH		   
3320	SPV.0060 SPECIAL 68.  LUMINAIRE ARM STEEL  15-FOOT	   4.000  EACH	     	
	SPV.0060 SPECIAL 69.  BLACK PAINT POLES TYPE 9	   8.000  EACH		
3340	SPV.0060 SPECIAL 70.  BLACK PAINT POLES TYPE  10	   4.000  EACH		·
3350	SPV.0060 SPECIAL 71.  BLACK PAINT MONOTUBE  ARMS 15-FT	   2.000  EACH		       .
3360	SPV.0060 SPECIAL 72.  BLACK PAINT MONOTUBE  ARMS 20-FT	   1.000  EACH		   
3370	SPV.0060 SPECIAL 73.  BLACK PAINT MONOTUBE  ARMS 25-FT	   2.000  EACH		
	SPV.0060 SPECIAL 74.  BLACK PAINT MONOTUBE  ARMS 30-FT	     7.000  EACH		   

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LINE	ITEM   DESCRIPTION 	APPROX.     QUANTITY     AND UNITS	UNIT PRICE	I .	
NO			   DOLLARS	!	
3390	SPV.0060 SPECIAL 75.  BLACK PAINT LUMINAIRE  ARMS STEEL 15 FT	   4.000  EACH		     .	
3400	SPV.0060 SPECIAL 76.  BLACK PAINT PEDESTAL  BASES	   5.000  EACH		   	
3410	SPV.0060 SPECIAL 77.  BLACK PAINT TRANSFORMER  BASES BREAKAWAY 11  1/2-INCH BOLT CIRCLE	   31.000  EACH			
3420	SPV.0060 SPECIAL 78. BLACK PAINT TRAFFIC SIGNAL STANDARD ALUMINUM  13-FT	   5.000  EACH			
	SPV.0060 SPECIAL 79.  BLACK PAINT POLES TYPE 4	   3.000  EACH		     	
3440	SPV.0060 SPECIAL 80.  BLACK PAINT POLES TYPE 6,  MODIFIED ALUMINUM			     .	
	SPV.0060 SPECIAL 81.  BLACK PAINT LUMINAIRE  ARMS TRUSS MEMBER 4.  5-INCH CLAMP 15-FT	   28.000  EACH 			
	SPV.0060 SPECIAL 82.  BLACK PAINT LUMINAIRES  UTILITY LED CAT B	   33.000  EACH	·		
3470	i e	   28.000  EACH		     	
	SPV.0060 SPECIAL 84.  MONOTUBE ARMS 35-FT	   2.000  EACH		     	

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LINE	ITEM	APPROX.	UNIT PRICE	BID AMOUNT	
NO	DESCRIPTION	QUANTITY   AND UNITS	DOLLARS   CTS	DOLLARS CTS	
	SPV.0060 SPECIAL 85.  MONOTUBE ARMS 45-FT 	   2.00  EACH	0		
	SPV.0060 SPECIAL 86.  BLACK PAINT POLES TYPE  12	   4.00  EACH	0	       .	
3510	SPV.0060 SPECIAL 87.  POLES TYPE 12 	   4.00  EACH	    0    .	     	
3520	SPV.0060 SPECIAL 88.  BLACK PAINT MONTUBE ARMS  45-FT	2.00	         	       .	
3530	SPV.0060 SPECIAL 89.  BLACK PAINT LUMINARIE  ARMS TRUSS MEMBER 4-INCH  CLAMP 15-FT	   1.00  EACH	           	     	
	SPV.0060 SPECIAL 90.  BLACK PAINT LIGHTING  CABINET	   1.00  EACH	    0    .	       .	
	SPV.0060 SPECIAL 91.  BLACK PAINT MONTUBE ARMS  35-FT	2.00	           	     	
3560	SPV.0060 SPECIAL 92.  8-COUNT FIBER OPTIC  CONNECTOR 100 FEET	5.00 EACH	           	     	
	SPV.0060 SPECIAL 93.  LIGHTING CONTROL CABINET  (120/240)	   1.00  EACH	0	       .	
	SPV.0090 SPECIAL 01.  WATER SERVICE, 1-INCH  COPPER	2,630.00	         	       .	

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LINE	ITEM   DESCRIPTION 	APPROX.	UNIT PRICE	BID AMOUNT	
NO		QUANTITY AND UNITS		DOLLARS CTS	
	SPV.0090 SPECIAL 02.  WATER SERVICE PE SDR9  2-INCH W/10 AWG TRACER  WIRE	   54.000  LF	)   	     	
	SPV.0090 SPECIAL 03. WATER MAIN 4-INCH DI CLASS 52, INCLUDING FITTINGS	   45.000  LF	)       	     	
	SPV.0090 SPECIAL 04. WATER MAIN 6-INCH DI CLASS 52, INCLUDING FITTINGS	4,841.000  LF	)       	     	
	SPV.0090 SPECIAL 05. WATER MAIN 8-INCH DI CLASS 52, INCLUDING FITTINGS	   1,753.000  LF	 	     	
3630	SPV.0090 SPECIAL 06. WATER MAIN 10-INCH DI CLASS 52, INCLUDING FITTINGS	1,004.000	)       	     	
	SPV.0090 SPECIAL 07.  12" STEEL CASING PIPE 	   107.000  LF	)   	   	
	SPV.0090 SPECIAL 08.  16" STEEL CASING PIPE 	   258.000  LF		     	
	SPV.0090 SPECIAL 09.  20" STEEL CASING PIPE 	   61.000  LF	)   	   	
	SPV.0090 SPECIAL 10.  24" STEEL CASING PIPE	   135.000	       	       .	

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LINE	ITEM   DESCRIPTION 	APPROX.     QUANTITY     AND UNITS		UNIT PRICE		BID AMOUNT	
NO				DOLLARS	CTS	   DOLLARS	CTS
3680	SPV.0090 SPECIAL 11.  SANITARY SEWER LATERAL  4-INCH PVC SDR 35 W/10  AWG TRACER WIRE	      LF	1,226.000			     	
3690	SPV.0090 SPECIAL 12.  SANITARY SEWER LATERAL  6-INCH PVC SDR 35 W/10  AWG TRACER WIRE	      LF	97.000				
3700	SPV.0090 SPECIAL 13.  SANITARY SEWER 8-INCH  PVC SDR 35	    LF	2,193.000			   	
3710	SPV.0090 SPECIAL 14.  SANITARY SEWER 10-INCH  PVC SDR 35	    LF	221.000	   		   	
	SPV.0090 SPECIAL 15.  SANITARY SEWER 12-INCH  PVC SDR 35	    LF	1,927.000	   		   	
3730	SPV.0090 SPECIAL 16.  BORING & JACKING 48-INCH  CLASS V STORM SEWER	    LF	148.000	   		   	
3740	SPV.0090 SPECIAL 17.  BORING & JACKING 3-INCH  ELECTRICAL CONDUIT	    LF	76.000	   		   	
3750	SPV.0090 SPECIAL 18.  36X58-INCH CL III ARCH  RCCP	    LF	838.000				
	SPV.0090 SPECIAL 19.  TRANSITIONAL CURB &  GUTTER	    LF	167.000	   	•	   	
3770	SPV.0090 SPECIAL 20.  CONCRETE CURB & GUTTER  HES 30-INCH TYPE A	    LF	235.000	   		     	

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NO			DOLLARS   CTS	DOLLARS CTS	
3780	SPV.0090 SPECIAL 21.  CONCRETE CURB & GUTTER  HES 30-INCH TYPE D	   30.000  LF			
	SPV.0090 SPECIAL 22.  CASING PIPE STORM SEWER  OPEN CUT 66-INCH	   60.000  LF		   	
	SPV.0090 SPECIAL 23.  CONSTRUCTION STAKING  ROUNDABOUT SIDEWALK	   6,607.000  LF	   	     	
3810	SPV.0105 SPECIAL 01.  ABANDON EXISTING WATER  MAINS, VALVES, HYDRANTS	  LUMP 	  LUMP	     	
3820	SPV.0105 SPECIAL 02.  ABANDON EXISTING  SANITARY MAINS &  MANHOLES	  LUMP 	  LUMP 	       	
3830	SPV.0105 SPECIAL 03.  RECTANGULAR RAPID  FLASHING BEACON	  LUMP 	LUMP	     	
	SPV.0105 SPECIAL 05.  REMOVING TRAFFIC SIGNAL  UNITS	  LUMP 	  LUMP	   	
	SPV.0105 SPECIAL 06.  CONCRETE PAVEMENT JOINT  LAYOUT	  LUMP 	  LUMP	     	
3860	SPV.0105 SPECIAL 07.  ABATEMENT OF ASBESTOS  CONTAINING MATERIAL  (PARCEL 15)	  LUMP 	  LUMP 	       	
3870	SPV.0165 SPECIAL 01.  CONCRETE PAVEMENT,  PICTURE FRAME, 6-INCH	   742.000  SF		       .	

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LINE NO	! ===	APPROX.	UNIT PRICE	BID AMOUNT	
		QUANTITY   AND UNITS	DOLLARS   CTS	DOLLARS CT	
	SPV.0165 SPECIAL 02.  CONCRETE PAVEMENT,  PICTURE FRAME, 5-INCH	   5,665.000  SF	) )   .		
3890	SPV.0165 SPECIAL 03. COLORED AND TEXTURED CONCRETE PAVEMENT, 5-INCH	1,340.000  SF	)       		
	SPV.0165 SPECIAL 04. COLORED AND TEXTURED CONCRETE PAVEMENT, 9-INCH	3,830.000			
3910	SPV.0165 SPECIAL 05.  COLORED CONCRETE  PAVEMENT, 5-INCH	   120.000  SF	   		
3920	SPV.0165 SPECIAL 06.  CONCRETE SIDEWALK HES  6-INCH	   250.000  SF	       		
3930	SPV.0165 SPECIAL 07.  CONCRETE SIDEWALK HES  7-INCH	   870.000  SF	) )   .		
	SPV.0165 SPECIAL 08.  TEMPORARY SIDEWALK  ACCESS	   2,250.000  SF	) )   .		
	   SECTION 0001 TOTAL				