

HIGHWAY WORK PROPOSAL

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

Proposal Number:

Ø 6

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Dane	5290-01-72	WISC 2014 065	Main St., Village of Waunakee Holiday Drive to Division Street	STH 19

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

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: March 11, 2014 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time August 28, 2014	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 9 %	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

For Department Use Only

Type of Work Excavation, select crushed material, base aggregate dense, storm sewer, curb and gutter, curb ramps, concrete sidewalk, mill and overlay asphalt pavement, base patching asphaltic, overhead sign supports, traffic signals-new and updated, pavement marking, signing, railroad crossing, and restoration work.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

B Submitting Electronic Bids

B.1 On the Internet

- (1) Do the following before submitting the bid:
 1. Have a properly executed annual bid bond on file with the department.
 2. Have a digital ID on file with and enabled by Info Tech Inc. Using this digital ID will constitute the bidder's signature for proper execution of the bidding proposal.
- (2) In lieu of preparing, delivering, and submitting the proposal as specified in **102.6** and **102.9** of the standard specifications, submit the proposal on the internet as follows:

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

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

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

Special Provisions

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 5290-01-72, Main Street, Village of Waunakee, Holiday Drive to Division Street, STH 19, Dane 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 grading, base aggregate dense, select crushed material, HMA pavement, asphaltic surface, milling, base patching, storm sewer, traffic signals, concrete curb and gutter, concrete sidewalk, decorative lighting, water main, sanitary sewer, pavement markings, signing and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

3. Prosecution and Progress.

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

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

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

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

Provide the Erosion Control Implementation Plan (ECIP) 14 days prior to the Pre-Construction Conference.

Provide a Temporary Pedestrian Access Route work plan detailing the staging for continuing pedestrian access throughout the roundabout reconstruct and the mill and overlay and curb ramp replacement areas 14 days prior to the Pre-Construction Conference.

The contractor shall complete the paving operations of the upper layer Type E-10 HMA for the roundabout and roundabout legs in a single day's operation. No cold joints will be allowed within the limits from Station 105+59 – 113+82" M" and Station 4+33 – 16+67" Q", including the circular roadway of the roundabout.

Provide the Village Engineer with a 7 day notice prior to the removal of street lighting on bases.

Avoid impacting the decorative stop sign posts at many side road locations. If the stop sign post will be impacted during the removal or construction of the curb ramps, provide the village engineer with a 7 day notice in order for the village to remove the decorative posts and place a temporary stop sign at the intersection.

The Village of Waunakee has an extensive streetscaping project (2014 Main Street Improvements for the Village of Waunakee) on Main Street from Fish Street to Madison Street area. This project includes the replacement of curb and gutter, terrace improvements, decorative lighting and the replacement of sidewalk, water and sanitary improvements.

The WSOR railroad will also be replacing the rail crossing surface and signals at Station 128+50" M" and will complete their work by June 30, 2014.

Contractual work from Fish Street to Madison Street is not allowed prior to July 11, with the exception of the following: The removal of the signals and bases at Madison Street and the installation of temporary stop signs on Madison Street. Installation of any conduit that needs to go under the new curb and gutter due to signal installation at the Madison Street Intersection as well as the conduit, pull boxes, and signal bases that need to go in the terrace on the west of Madison Street. The contractor shall coordinate with the Village Construction contractor to perform this work prior to the Village installing new curb and gutter, sidewalk, or brick pavers in the terrace.

Full access to the Fish St to Madison Street area is available from July 11 through August 8, 2014 in order to complete the base patching, mill and overlay, and signal installation.

The installation of lighting conduit crossing Hwy 19 at Madison Street shall be coordinated with the mill and overlay and signal loop installation activities to limit the exposed subgrade to one day's work.

Place the lower HMA layer the same day that it is milled to reduce the potential for damage to the underlying pavement and/or base during construction. If base patching, asphaltic, mill and fill, or signal loop in installation in concrete, signal loop in mill full depth, is required, that too must be completed in conjunction with the milling and lower HMA layer, all on the same day.

Special (SPV) items indicate the additional operation sequencing required to complete the base patching at locations where signal loops must be installed.

Complete contract work in the project area of the “Fish Street to Madison Street 2014 Main Street Improvements for the Village of Waunakee” prior to 12:01 AM August 8, 2014.

Supplement standard spec 108.11 as follows:

If the contractor fails to complete the contract work in the Fish Street to Madison Street, 2014 Main Street Improvements for the Village of Waunakee, project area prior to 12:01 AM August 8 2014, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete after 12:01 AM August 8, 2014. An entire calendar day will be charged for any period of time within a calendar day that the Fish Street to Madison Street area is not free of contractor work.

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

After August 8, the 2014 Main Street Improvements for the Village of Waunakee project will construct crosswalks by sawing and removing the asphalt, and placing colored concrete crosswalks. This work will be completed by August 22, 2014. The contractor completes pavement markings after the completion of aforesaid Village work and prior to the August 28, 2014 completion date.

Utilize the quantity Dust Control Surface Treatment to minimize a dust nuisance to the public resulting from construction or traffic on base aggregate.

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

Do not access the Walgreen’s parking lot excepting to complete the work operations required for removing and restoring the driveway approaches. Removal of the concrete steps shall be completed from within the roadway right-of-way and not from the lower level parking lot.

Contact Village Mobil property owners, Dan Miller or Peter Trienen at (608) 846-4616, three days prior to accessing the property to the removal the existing concrete slab, or the placement of the asphaltic driveway surface. Continue to provide a drivable surface for

customer access at all times to the business automotive work bays on the east side of the business building.

Do not store equipment, vehicles, or materials within the temporary limited easement or private parking lots of any business parking or driving area without the written approval of the engineer.

Notify residents and businesses 48 hours in advance if their direct access will be closed.

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

4. Traffic Control.

Perform this work in accordance to standard spec 643, the Manual of Uniform Traffic Control Devices (MUTCD) and as hereinafter provided.

Construct this project using the detour shown in the plans. Maintain a minimum of 12 feet of width and a drivable surface on all roads for local access at all times.

Maintain access to all businesses and private properties at all times. Additional intermediate construction staging or staging gaps, not shown on the plans, may be necessary to maintain continuous access to all properties. If the contractor coordinates the closure of any access to a business or private property with the owner(s), provide written documentation of coordination with the owner(s) to the engineer.

No operations shall take place until all traffic control devices for such work are in the proper location.

Place fixed message signs two weeks prior to construction operations on Hwy 19 as shown in the traffic control detour plan.

Maintain pedestrian access within areas of existing sidewalk and crosswalks, in accordance to the Americans with Disabilities Act (ADA) Accessibility Guidelines (ADAAG), along Hwy 19, Hwy 113 and CTH Q by means of existing sidewalk, temporary asphaltic surface, or new sidewalk on at least one side of each roadway at a minimum width of 4-feet, for abutting businesses and property owners. Keep a minimum width of 4-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 cross walks in accordance to the ADAAG, which are free from mud, sand, and other construction debris.

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying Hwy 19, Hwy 113, or CTH Q traffic outside of the project limits, 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, Sept 2, 2014 for Labor Day.

6. Utilities.

This contract comes under the provisions of Administrative Rule TRANS 220. 107-065 (20080501)

There are underground and overhead utility facilities located within the project limits. The contractor shall coordinate their construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per statutes. The contractor shall use caution to ensure the integrity of the underground facilities and shall maintain code clearances from overhead facilities at all times.

American Transmission Company - Electric

American Transmission Company (ATC) has overhead high voltage facilities located within the project limits. Relocation is not anticipated; however, a few poles will need to be held by ATC during construction.

ATC poles located at approximately Station 20+30 Q left and Station 23+35 Q left will need to be held in place by ATC while storm sewer excavation is being done. The ATC pole located at approximately Station 17+25 Q left may need to be held by ATC but will be determined in field. Provide ATC notification 2 weeks prior to work being performed around these poles.

The ATC field contact is Doug Vosberg and can be reached at (608) 877-7650, address: 2489 Rinden Rd., Cottage Grove, WI 53527

Alliant Energy - Electric

Alliant Energy has existing facilities throughout the project limits that are now owned by Waunakee Utilities. The existing facilities will be removed by Waunakee Utilities prior to the start of construction (see Waunakee Utilities).

Charter Communications

Charter Communications has under-built aerial facilities within the project limits. Relocation will begin September 1, 2013 and will take approximately 120 working days to complete.

From Station 96+75 M – Station 108+00M left, Charter has overhead facilities attached to Waunakee Utilities' power poles. Power poles and existing overhead lines are being removed (see Waunakee – Elec.), and a new underground line will be placed 2 feet inside the right-of-way at a depth of approximately 30 inches.

Charter also has facilities attached to Waunakee Utilities' poles located from Station 96+75 M – Station 110+00 M right. Poles are being removed (see Waunakee Elec.), and Charter will relocate this line 2 feet inside the right-of-way and will be at an approximate depth of 30 inches.

Charter will be abandoning a coaxial cable in place from Station 12+00 Q – 16+50 Q left, which will not be replaced.

Contact for Charter Communications is Kirk Upperman, (608) 274-3822 Ext. 6741 office, E-mail: kirk.upperman@chartercom.com.

Madison Gas & Electric – Gas

Madison Gas & Electric (MG&E) has underground gas facilities located within the project limits. Work will begin mid September 2013 and take approximately 20 working days to complete.

MG&E plans to relocate their natural gas facilities starting near Station 6+25 Q right and staying along a path approximately 3 feet inside the right-of-way to Station 12+10 Q right. The facility crosses STH 19 at approximately 110+75 M. The line then crosses to the west and connects back into an existing gas main. The existing gas main that runs perpendicular to this new gas line will be abandoned and remain in place.

Contact for MG&E – Gas is Steve Beversdorf 133 S Blair St. Madison, WI 53701, (608) 252-1552 office, (608) 444-9620 cell, E-mail: sbeversdorf@mge.com.

TDS Telecom

TDS telecom has copper and fiber optic facilities located within the project limits. Relocations will begin in mid September 2013 and will take approximately 20 working days to complete.

A new cable will be bored across STH 19 (Main St.) at approximately Station 107+80 M. TDS will also be installing a new cable along STH 19 approximately 2 feet inside the southern right-of-way at an approximate depth of 36 inches from Station 105+00 M – 109+00 M then curving in a southerly direction following the right-of-way along CTH Q then crossing at approximately Station 8+10 Q and tying back into an existing facility. The existing cable that crosses CTH Q at approximately Station 9+50 Q then heads south along the eastern CTH Q right-of-way will be abandoned and left in place.

Another new cable will be placed from approximately Station 12+15 Q – Sunset Ln. inside the western right-of-way to tie back into an existing ped located on private easement.

Contact for TDS Telecom is Jerry Myers, (608) 664-4404, E-mail: jerry.myers@tdstelecom.com.

Waunakee Utilities – Elec.

Waunakee Utilities has Electric facilities located within the project limits. Relocations will begin early September 2013 and will take approximately 20 working days to complete.

All Waunakee Utilities owned distribution electric poles throughout the project limits will be removed; attached wires will be relocated underground at an approximate depth of 30 inches.

New electric wire will be installed underground inside the southern right-of-way of STH 19 (Main St.) It will be placed under sidewalk from approximately Station 96+75 M right – 104+35 M right. Junction boxes will be installed at Station 98+50 M right, Station 100+60 M right, and Station 105+75 M right. A new line will be installed from the new junction box at Station 105+75 M and travel inside STH 19's southern right-of-way from approximately Station 105+75 M – 107+90 M where it will head south to private easement.

Alliant Energy poles within the project limits (now owned by Waunakee Utilities) will be removed. The poles are located along the northern right-of-way along STH 19. Waunakee Utilities will also remove the poles located on the east side of CTH Q from approximately Station 0+00 Q – Station 9+50 Q right.

Contact for Waunakee Utilities is Dave Dresen, (608) 850-5450 office, address: 322 Moravian Valley Rd. P.O. Box 70 Waunakee, WI 53597, E-mail: ddresen@wppienergy.org.

Waunakee Utilities – Sewer

Waunakee Utilities has existing sewer facilities throughout the project limits. The facilities will be replaced as part of the project and are included in the contract.

Waunakee Utilities – Water

Waunakee Utilities has existing water facilities throughout the project limits. The facilities will be replaced as part of the project and are included in the contract.

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

Both the department and the Village of Waunakee 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 Village of Waunakee.

105-001 (20061009)

8. General Requirements for Sanitary Sewer and Water Main.

Perform work in accordance to these provisions and the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure construction and the Village of Waunakee's Division 20, Standard Specification for Utility and Street Construction in Wisconsin.

In the event of conflict the Wisconsin Department of Transportation Standard Specifications will take precedence.

A copy of the Village of Waunakee's *Division 20*, Standard Specification for Utility and Street Construction in Wisconsin is available. Contact Kevin Even with the Village to obtain a copy.

9. Municipality Acceptance of Street Lighting Construction.

The Village of Waunakee personnel or its designated representatives will observe and inspect the construction of the street lighting system under this contract. Compliance testing shall be performed by contractor in the presence of Village of Waunakee personnel or its designated representatives. Final acceptance of the street lighting construction will be by Village of Waunakee personnel.

10. Notice to Contractor – Work by Others.

The 2014 Main Street Improvements for the Village of Waunakee project will have significant work from Station 122+00”M” – 140+00”M” (Fish Street to Madison Street). The work in this area includes replacing all the curb and gutter along Main Street, replacing the existing sod, paver, or concrete terraces with a new pavers under laid with concrete base, and replacing all the existing 4’ sidewalk with 5’ sidewalk. Various selected crosswalks will be paved using a 9” colored concrete over 9” of Base Aggregate Dense.

In addition to the decorative lighting installed as part of the WisDOT Contract, the Village will install decorative lighting from Station 95+00 – 107+00”M”, Station 114+00”M” – 148+00”M”, and south of Station 5+00”Q”.

Construction operations are expected to be completed concurrently with work under this contract. Coordinate work activities and traffic control with the project contractor of the 2014 Main Street Improvements for the Village of Waunakee.

The contact for the Waunakee 2014 Main Street Improvements for the Village of Waunakee is Kevin Even, Village Engineer, (608) 850-8500 office, address: 500 West Main Street, Waunakee, WI 53597, E-mail: keven@vil.waunakee.wi.us.

11. Railroad Insurance and Coordination.

A Description

Comply with standard spec 107.17 for all work affecting WSOR and UPPR 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 WSOR and UPPR.

Notify evidence of the required coverage, and duration to Tim Karp at (414) 438-8830. Include the following information on the insurance document:

Project 5290-01-50/51
Route Name STH 19 Dane County
Crossing ID 178067B
Railroad Subdivision Reedsburg
Railroad Milepost MP148.38

A.2 Work by Railroad

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

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

Contact WSOR Chris Schaalma, Superintendent of Maintenance of Way, Wisconsin and Southern Railroad Co., 1890 East Johnson Street, Madison, WI 53704; TELEPHONE (414) 750-3702; FAX (608) 243-9225; email rschaalma@watcocompanies.com for consultation on railroad requirements during construction.

Owner contact is John Venice, Manager of Special Projects Union Pacific Railroad, 101 N Wacker Drive, Chicago, IL 60606.

Railroad Operator contact is Roger Schaalma Superintendent of Maintenance Wisconsin & Southern Railroad Co., 1890 E Johnson Street, Madison, WI 53704, (414) 750-3702.

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

A.4 Temporary Grade Crossing

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

A.5 Train Operation

Approximately 0 passenger trains and 2 through freight trains operate daily through the construction site. Through freight trains operate at up to 35 mph. There are no switching movements.

12. Environmental Protection.

Supplement standard spec 107.18 as follows:

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

Re-topsoil, seed, fertilize and mulch or sod graded areas, as designated by the engineer, within 7 working days after grading is completed.

Stockpiled spoil material shall be placed on an upland site an adequate distance from the stream and any open water created by excavation. Silt fence shall be installed between the spoil pile and excavation site and between any disturbed area and the waterway. All disturbed areas shall be seeded and mulched as soon as possible following construction. The silt fence shall be left in place until the seeded area has produced sufficient grass cover to stabilize the area and thereby reduce the danger of site erosion.

If dewatering is required, the water must be pumped into a properly sized and constructed area before the clean/filtered water is allowed to enter any waters of the State or storm sewer. Proper sizing of the dewatering operation is required. Submit the pertinent information including calculations for proper sizing total suspended solids removal, and locations for dewatering with the Erosion Control Implementation Plan (ECIP). The dewatering operation needs approval by the engineer prior to implementation.

Dust Abatement: When engaging in roadway operations, use equipment having vacuum or water spray mechanisms to eliminate the dispersion of particulate matter into the atmosphere. If vacuum equipment is employed, it must have a suitable self-contained particulate collector to prevent discharge from the collection bin into the atmosphere. Bid item Dust Control Surface Treatment has been included in the project plans.

The property 317 W Main St (Station 112+50”M” – 114+32”M” LT) is on the National Register of Historic Places and shall be protected from construction activities by Safety Fence. No equipment or materials are allowed to be stored in this area.

Wetlands shown in the Erosion Control Plan shall not be disturbed except as shown on the storm sewer cross sections from Station 20+50”Q” – 23+75”Q” LT. No equipment or materials are allowed to be stored in this area.

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Mary Pamperin-Volk, (608) 242-8018.

107-054 (20080901)

14. Hauling Restrictions.

Equip all vehicles traveling on public roads that are hauling materials that are subject to spillage, by either wind or vibrations, with tailgates and adequate sideboards. Use canvas covers and any other protective devices to prevent spillage as determined necessary by the engineer. Comply with all local ordinances.

15. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

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

107-001 (20060512)

16. Coordination with Businesses.

The contractor shall 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. This meeting shall be held prior to the start of construction.

17. Removing Masonry.

The contractor shall remove the steps at Station 10+55”Q” RT without accessing or disturbing the Walgreens parking lot.

18. Removing Cabinet Bases, Item 204.9060.S.50

A Description

This special provision describes Removing Cabinet Bases in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided. The concrete base to be removed is the control cabinet base for the Hwy19/Hwy 113 intersection traffic signal.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Cabinet Bases as each individual unit, acceptably completed.

E Payment

Supplement standard spec 204.5 to include the following:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S	Removing Cabinet Bases	Each
204-025 (20041005)		

19. 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 licensed treatment and disposal facility. The closest DNR licensed treatment and disposal facility is:

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):

- Station 108+00 ‘M’ to 109+75 ‘M’, from 15 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: 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 licensed 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

Unabandoned groundwater monitoring wells are not expected to be present within the construction limits. If encountered, 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 off-site disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR's concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding the investigations, including waste characterization within the project limits, contact Brian Taylor with the department, at (608) 245-2630.

A.6 Health and Safety Requirements 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.

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite treatment and disposal. 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 100 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 licensed 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 including tipping fees; 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; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

20. Excavation Common.

This work shall in accordance to the pertinent requirements of standard spec 205, except that the measurement shall be plan quantity excepting the EBS (excavation below subgrade) and any additional excavation not shown on the cross sections or noted in the earthwork tables will be field measured or agreed upon with a an alternate volume calculation method.

21. 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 ^[1]
> 1500 tons and ≤ 6000 tons	Two tests of the same type, either from production, load-out, or placement at the contractor's option ^[1]
> 6000 tons and ≤ 9000 tons	Three placement tests ^{[2][3]}

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

B Materials

B.1 Quality Control Plan

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

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

B.2 Personnel

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

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

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

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

B.3 Laboratory

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

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

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

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

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

B.4.3 Control Charts

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

B.5 Contractor Testing

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

- (5) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

B.6 Test Methods

B.6.1 Gradation

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

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When 2 consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:
 1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
 2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
 3. The fracture control limit is exceeded by more than 10.0 percent.

B.8 Department Testing

B.8.1 General

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

B.8.2 Verification Testing

B.8.2.1 General

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

B.8.3 Independent Assurance

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

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

B.9 Dispute Resolution

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

C (Vacant)

D (Vacant)

E Payment

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

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

301-010 (20100709)

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

Revise standard spec 301.2.4.3 as follows:

Furnish aggregate classified as crushed stone for ¾-Inch base when used in the top 3 inches of the unpaved portion of the shoulder or for unpaved driveways and field entrances.

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

Revise standard spec 305.2.2.1 as follows:

Use 1 ¼-Inch base aggregate that conforms to the following gradation requirements.

SIEVE	PERCENT PASSING BY WEIGHT
1 1/4 inch	95 - 100
1 inch	---
3/4 inch	70 - 90
3/8 inch	45 - 75
No. 4	30 - 60
No. 10	20 - 40
No. 40	7 - 25
No. 200	2 - 12 ^{[1], [2]}

^[1] Limited to a maximum of 8.0 percent for base placed between old and new pavement.

^[2] 3 - 10 percent passing when base is ³ 50% crushed gravel

24. QMP HMA Pavement Nuclear Density.

A Description

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.

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

B Materials

B.1 Personnel

- (1) Perform HMA pavement density (QC, QV) testing using a HTCP certified nuclear technician I, or a nuclear assistant certified technician (ACT-NUC) working under a certified technician.
- (2) If an ACT is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

B.2 Testing

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

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges from the department's approved product list at
<http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>.
- (2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.

- (3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:

Materials Management Section
3502 Kinsman Blvd.
Madison, Wisconsin 53704
Telephone: (608) 243-5998

B.3.2 Correlation of Nuclear Gauges

B.3.2.1 Correlation of QC and QV Nuclear Gauges

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

B.3.2.2 Correlation Monitoring

- (1) After performing the gauge correlation specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project. Perform correlation monitoring of the QC, QV, and all back-up gauges at the project reference site.
- (2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.
- (3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft^3 of its reference

value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge from the project if the 5-test average is not within 1.5 lb/ft³ of its reference value established in B.3.2.2(2).

- (4) Maintain the reference site test data for each gauge at an agreed location.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

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

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

Table 1

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

- (1) A lot represents a combination of the total daily tonnage for each layer and target density.
- (2) Each side road, crossover, turn lane, ramp, and roundabout must contain at least one sublot for each layer.

- (3) If a side road, crossover, turn lane, or ramp is 1500 feet or longer, determine sublots and random test locations as specified in B.4.1.1.
- (4) If a side road, crossover, turn lane, or ramp is less than 1500 feet long, determine sublots using a maximum of 750 tons per subplot and perform the number of random tests as specified in Table 2.

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

Table 2

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

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

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

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

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

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

B.4.2.4 Documentation

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

B.4.3 Corrective Action

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

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.

- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft^3 of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft^3 each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft^3 , use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft^3 after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge correlation according to B.3.2.1.
- (2) The testers may use correlation monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.
- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV subplot density test results or retesting of the subplot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
- (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

- (1) Delete standard spec 460.5.2.3.

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

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

- (3) The department will adjust pay under the Incentive Density HMA Pavement bid item. Adjustment under this item is not limited, either up or down, to the bid amount shown on the schedule of items.
- (4) If a traffic lane meets the requirements for disincentive, the department will not pay incentive on the integrally paved shoulder.
- (5) Submit density results to the department electronically using the MRS software. The department will validate all contractor data before determining pay adjustments.
460-020 (20100709)

25. QMP HMA Pavement Nuclear Density.

A Description

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

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.

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

B Materials

B.1 Personnel

- (1) Perform HMA pavement density (QC, QV) testing using a HTCP certified nuclear technician I, or a nuclear assistant certified technician (ACT-NUC) working under a certified technician.
- (2) If an ACT is performing sampling or testing, a certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

B.2 Testing

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

B.3 Equipment

B.3.1 General

- (1) Furnish nuclear gauges from the department's approved product list at
<http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>.
- (2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.

- (3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:

Materials Management Section
3502 Kinsman Blvd.
Madison, Wisconsin 53704
Telephone: (608) 243-5998

B.3.2 Correlation of Nuclear Gauges

B.3.2.1 Correlation of QC and QV Nuclear Gauges

- (1) Select a representative section of the compacted pavement prior to or on the first day of paving for the correlation process. The section does not have to be the same mix design.
- (2) Correlate the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the correlation on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.
- (3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft³. Measure and record the density on the 5 additional test sites for each gauge.
- (4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft³ and repeat correlation process from B.3.2.1 (2).
- (5) Furnish one of the QC gauges passing the allowable correlation tolerances to perform density testing on the project.

B.3.2.2 Correlation Monitoring

- (1) After performing the gauge correlation specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project. Perform correlation monitoring of the QC, QV, and all back-up gauges at the project reference site.
- (2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.
- (3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft³ of its reference

value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge from the project if the 5-test average is not within 1.5 lb/ft³ of its reference value established in B.3.2.2(2).

- (4) Maintain the reference site test data for each gauge at an agreed location.

B.4 Quality Control Testing and Documentation

B.4.1 Lot and Sublot Requirements

B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances

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

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

Table 1

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

- (1) A lot represents a combination of the total daily tonnage for each layer and target density.
- (2) Each side road, crossover, turn lane, ramp, and roundabout must contain at least one sublot for each layer.

- (3) If a side road, crossover, turn lane, or ramp is 1500 feet or longer, determine sublots and random test locations as specified in B.4.1.1.
- (4) If a side road, crossover, turn lane, or ramp is less than 1500 feet long, determine sublots using a maximum of 750 tons per subplot and perform the number of random tests as specified in Table 2.

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

Table 2

B.4.2 Pavement Density Determination

B.4.2.1 Mainline Traffic Lanes and Appurtenances

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

B.4.2.2 Mainline Shoulders

B.4.2.2.1 Width Greater Than 5 Feet

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

B.4.2.2.2 Width of 5 Feet or Less

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

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

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

B.4.2.4 Documentation

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

B.4.3 Corrective Action

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

B.5 Department Testing

B.5.1 Verification Testing

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.
- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.

- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft^3 of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft^3 each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft^3 , use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft^3 after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

B.5.2 Independent Assurance Testing

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

B.6 Dispute Resolution

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge correlation according to B.3.2.1.
- (2) The testers may use correlation monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.
- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV subplot density test results or retesting of the subplot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
- (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

B.7 Acceptance

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

C (Vacant)

D (Vacant)

E Payment

E.1 QMP Testing

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

E.2 Disincentive for HMA Pavement Density

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

E.3 Incentive for HMA Pavement Density

- (1) Delete standard spec 460.5.2.3.

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

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

- (3) The department will adjust pay under the Incentive Density HMA Pavement bid item. Adjustment under this item is not limited, either up or down, to the bid amount shown on the schedule of items.
- (4) If a traffic lane meets the requirements for disincentive, the department will not pay incentive on the integrally paved shoulder.
- (5) Submit density results to the department electronically using the MRS software. The department will validate all contractor data before determining pay adjustments.
460-020 (20100709)

26. Reheating HMA Pavement Longitudinal Joints, Item 460.4110.S.

A Description

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

B (Vacant)

C Construction

C.1 Equipment

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

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

C.2 Reheating Joints

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

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

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

D Measurement

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

E Payment

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

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

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

27. 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.

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)

28. Pipe Grates, Item 611.9800.S.

A Description

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

B Materials

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

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.9800.S	Pipe Grates	Each

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

29. Salvaged Topsoil.

This work shall in accordance to the pertinent requirements of standard spec 625, except that the material to be used as salvaged topsoil are the wetland hydric soils in the west ditch of STH 113 as denoted on the erosion control plan sheets. The material called out as wetlands are to be salvaged, stockpiled in the TLE area north of Station 21+25"Q" LT, and then replaced as salvaged topsoil in the same locations as they were removed from.

30. Layout of Landscape Plantings.

Contact the Village Engineer 7 days prior to the placement of landscape plants and trees. The Village of Waunakee personnel or its designated representatives will provide layout details for the plantings.

31. Furnishing and Planting Plant Materials, Items 632.0101.01-.04 and 632.0201.01-.07.

A Description

The work shall be in accordance to the plans, standard spec 632 and as hereinafter provided.

B Materials

Plant Materials: Standard spec 632.2.2.1 shall be expanded to include; all plants shall be grown within those parts of Minnesota, Wisconsin, Iowa, Indiana, Michigan, Ohio and Illinois located with Zones 4 and 5 of the "Plant Hardiness Zone map" of the USDA, Miscellaneous Publication No. 814, revised 1965.

Standard spec 632.3.18.1 Plants shall have a one year plant establishment period.

Mulch: Mulch all plants with 3" double shredded hardwood mulch per standard spec 632.2.6.

C Construction

Planting: Backfill trees with native soil. If additional soil is needed use backfill material listed in standard spec 632.3.7(3).

32. Landscape Planting Surveillance and Care Cycles.

A Description

The work shall be in accordance to the plans, standard spec 632 and as hereinafter provided. In addition to and care cycles for trees and shrubs, this item shall include the surveillance and care cycles for furnishing and planting perennial plant material bid items (SPV.0060.40 - .46).

B Materials

Substandard spec 632.3.19.2, the daily damages assessed for each day the requirements of the care cycle remain incomplete is \$800. The \$800 is cost to pay other forces to complete the work.

Per standard spec 632.3.19.

33. Plant Establishment Period.

Modify standard spec 632.3.18.1.1 to specify a one-year period plant establishment period.

34. Overhead Sign Support Inspection.

Amend standard spec 641.3.4 as follows:

The contractor shall contact Steve Katzner at (608) 246-7994 after installation of the Overhead Sign Supports to coordinate the inspection of the installation by the state's inspector.

35. Traffic Signals, General.

Perform all traffic signal work in accordance to the plans and execute as specified in the standard specifications, standard specs 651 through 670, and these special provisions.

All underground conduit and concrete base forms shall be inspected by the engineer before any trench is backfilled or concrete is poured. Any work completed without such inspection is subject to rejection as unacceptable work and shall be immediately removed and replaced or otherwise satisfactorily corrected by and at the expense of the contractor. It is the contractor's responsibility to arrange for inspection.

Note that failure to comply with the standards and specifications may result in the cost of the corrections to be made at the contractor's expense.

36. Street Lighting General.

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

37. General Requirements for Electrical – Approved PAL List.

The approved products list is located at:

<http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>

38. Planting Soil Mix, SPV.0035.40.

A Description

Under this specification for planting soil mix, the contractor shall furnish and place the soil for the landscape beds in the location and manner specified in the plans and the pertinent provisions of standard specs 625 and 632. Work includes the excavation of existing material and placing the soil mix.

B Materials

The Planting Soil Mix shall consist of topsoil with soil amendments and fertilizers in the following quantities: a 1:3 ratio of loose compost to topsoil by volume and provide fertilizer at levels for trees, shrubs and perennial plants as recommended by soil analysis.

C Construction

Remove compacted base from within 6 inches of curbs and pavement of planting beds. Loosen subgrade of planting beds to a minimum depth of 18". Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter. Thoroughly blend planting soil mix off-site before spreading. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet. Spread approximately one-third the thickness of planting soil mix over loosened subgrade. Mix thoroughly into top 6 inches of subgrade. Spread planting soil mix, in maximum of 6 inch lifts, to a depth shown in plans but not less than required to meet finish grades after natural settlement. Grade planting beds to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

D Measurement

The department will measure Planting Soil Mix in units per cubic yard, 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.0035.40	Planting Soil Mix	CY

Payment is full compensation for furnishing and placing all materials, including excavation, disposal, hauling, placing, edging, grading.

39. Connect Underdrain to Existing Storm Sewer Structure, Item SPV.0060.01.

A Description

This special provision describes connecting the Pipe Underdrain so that it drains to the existing storm sewer system.

B Materials

Furnish mortar and any other required materials to effectively connect the discharge ends of the Pipe Underdrain to the existing storm sewer structures and to seal up the connections to be watertight and durable.

C Construction

Create an opening in an existing storm sewer structure at an elevation so that the Pipe Underdrain will discharge to that structure, and seal up the connection with mortar to create a watertight and durable connection.

D Measurement

The department will measure Connect Underdrain to Exist Storm Sewer Structure as each connection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Connect Underdrain to Exist Storm Sewer Structure	Each

Payment is full compensation for creating the opening in the existing storm sewer, supplying, for making the connection watertight, and all required labor and materials to connect the discharge end of each section of Pipe Underdrain to an existing storm sewer structure.

40. Inlet Cover Type Parking Lot Special, Item SPV.0060.02.

Furnish and install a Neenah Foundry inlet cover, or other approved equal, Catalog number R1878-A9G or equivalent equal from East Jordan Iron Works in accordance to standard spec 611 and the plan details.

41. Inlet Cover Type Alley Special, Item SPV.0060.03.

Furnish and install a Neenah Foundry inlet cover, Catalog number R3210-L or equivalent equal from East Jordan Iron Works, or other approved equal, in accordance to standard spec 611 and the plan details.

42. Pavement Marking, Arrows Grooved Performed Thermoplastic Type 1, Item SPV.0060.04; Arrows Grooved Performed Thermoplastic Type 3R, Item SPV.0060.05; Arrows Grooved Performed Thermoplastic Type 3, Item SPV.0060.06; Words Grooved Performed Thermoplastic, Item SPV.0060.07.

A Description

This special provision describes grooving the pavement surface, and furnishing and installing preformed thermoplastic pavement marking as shown on the plans, in accordance to standard spec 647, and as hereinafter provided.

B Materials

Furnish 125 mils preformed thermoplastic pavement marking from the department's approved products list. If required, furnish sealant material recommended by the manufacturer.

C Construction

C.1 General

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of preformed thermoplastic pavement marking.

Plane the grooved lines in accordance to the plan details. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

C.2 Groove Depth

Cut the groove to a depth of 120 mils \pm 10 mils deep from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

C.3 Groove Width – Linear Markings

Cut the groove 1-inch wider than the width of the thermoplastic.

C.4 Groove Position

Position the groove edge in accordance to the plan details.

C.4.1 Linear Marking

Groove at a minimum of 4-inches, but not greater than, 12-inches from both ends of the line segment. Achieve straight alignment with the grooving equipment.

C.4.2 Special Marking

Groove at a minimum of 4-inches from the perimeter of the special marking. Groove separate areas for Word Items.

C.5 Groove Cleaning

C.5.1 Concrete

Cooling the cutting head with water may be necessary for some applications and equipment. If cooling water is necessary, flush the groove immediately with water after cutting to remove any build-up of cement dust and water slurry. If this is not done, the slurry may harden in the groove.

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the sealant, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

C.5.2 Asphalt

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

Check for structural integrity in supporting grooving operations. If the structural integrity of the asphalt pavement is inadequate to support grooving operations, immediately notify the engineer.

C.6 Preformed Thermoplastic Application

Preheat the surface if necessary based on manufacturer's recommendation.

Apply preformed thermoplastic in the groove as per manufacturer's recommendations. If manufacturer's recommendations require a sealant, apply a sealant lower than 91g/l VOC during the following period of time due to Volatile Organic Compound Limitations:

May 1 to September 30, both dates inclusive – the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee.

Use any sealant in the remainder counties and for the remainder of the year. The sealant must be wet.

D Measurement

The department will measure Pavement Marking Grooved Preformed Thermoplastic (Type) by each individual unit, acceptably placed 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 items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.04	Pavement Marking Grooved Preformed Thermoplastic Arrows Type 1	Each
SPV.0060.05	Pavement Marking Grooved Preformed Thermoplastic Arrows Type 3R	Each
SPV.0060.06	Pavement Marking Grooved Preformed Thermoplastic Arrows Type 3	Each
SPV.0060.07	Pavement Marking Words Grooved Preformed Thermoplastic	Each

Payment is full compensation for cleaning and preparing the pavement surface, and for furnishing and installing the material.

43. Temporary Curb Ramp, Item SPV.0060.08.

A Description

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

B Materials

Provide either asphalt or concrete conforming to the standard specifications.

For asphalt provide materials in accordance to standard spec 465.2.

For concrete provide materials in accordance to standard spec 602.2(2).

No QMP will be required for this work.

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

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

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

Furnish surface applied detectable warning fields having a minimum slip resistance coefficient of 0.80 wet and dry. Maintain the slip resistance throughout construction. Provide a certification of the slip resistance to the engineer for approval. The certification shall include the anticipated duration the slip resistance can be maintained under normal use conditions.

Furnish 4-Inch PVC pipe for drainage if required by engineer.

C Construction

For asphalt temporary curb ramps, construct in accordance to standard spec 465.3.1. For concrete temporary curb ramps, construct in accordance to standard spec 602.3.2.

Provide detectable warning field, curbing, and grading for temporary curb ramps conforming to the plan details for permanent curb ramps. Match the width of the facility leading to the curb ramp. Conform to the requirements of the detectable warning field manufacturer and the current Americans with Disabilities Act Accessibility Guidelines (ADAAG).

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

Construct temporary curb ramps with concrete and a cast iron detectable warning field when the temporary curb ramp and warning field will remain during and throughout the winter traffic pattern provided in the construction staging drawings. Construct temporary curb ramps with either asphalt or concrete and either a surface applied or cast iron detectable warning field for other temporary curb ramp locations.

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

D Measurement

The department will measure Temporary Curb Ramp as each individual ramp, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV. 0060 08	Temporary Curb Ramp	Each

Payment is full compensation for excavation and preparing the foundation; providing all materials including concrete or asphalt; 4 inch PVC pipe; maintaining, moving, reconstructing, removing temporary curb ramps, and restoring the site; and for cast iron or surface applied detectable warning fields.

44. Landmark Reference Monuments Special, Item SPV.0060.10.

A Description

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

B Materials

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

C Construction

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

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

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

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

Station	Landmark Reference Monument			Section Corner
	Offset	Township	Range	
110+00”M”	0	T8N	R9E	SW corner Section 5
136+47.80”M”	0	T8N	R9E	South corner Section 5

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

D Measurement

The department will measure Landmark Reference Monuments Special by each 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.0060.10	Landmark Reference Monuments Special	Each

Payment is full compensation for furnishing a Professional Land Surveyor; obtaining existing PLSS monument record tie sheet(s); preparing, providing and filing temporary/final PLSS monument record tie sheet(s) from a Professional Land Surveyor; all survey work related to the perpetuation process; the furnishing and placing of all PLSS survey monuments; the furnishing and placement of any necessary witness ties; the removal of the existing monument(s) if necessary; and for excavating for the placement of the new monument(s) if necessary.

45. Adjust Existing Valve Box, Item SPV.0060.11.

A Description

This special provision describes adjusting, protecting, and maintaining accessibility, for the duration of the project, to all village water service boxes, water gate valve, and water manhole castings and lids located within the project.

B Materials

Material used for water valve adjustment shall comply with AWWA specifications C509 and with item Water Main Gate Valve and Valve Box (size).

C Construction

All water service boxes, water gate valve boxes, and water manhole castings and lids with the project limits shall be adjusted to proposed elevations by the contractor using materials meeting the specifications.

Throughout the duration of the project, the contractor must ensure that all water service boxes, water gate valves and water manholes area adequately located and identified by blue paint, and that at all times, all water appurtenances remain accessible for operation by village staff. Exercise caution working around adjacent water facilities to avoid damage and ensure accessibility.

All adjusted water valves, boxes and manhole shall be verified accessible by the village. Any valve found not to be accessible shall be removed and readjusted at no additional cost.

D Measurement

The department will measure Adjust Existing Valve Box 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.0060.11	Adjust Existing Valve Box	Each

Payment is full compensation for furnishing all materials, including, if necessary, valve box, valve support, and other fittings; for furnishing all excavation, backfilling with granular backfill, disposal of surplus material, cleanup, and restoring site of work.

46. Connect to Existing Water Main, Item SPV.0060.13.

A Description

This work consists of connecting to existing water main under the requirements of the plans and the standard specifications for sewer and water construction in Wisconsin and as hereinafter provided.

B Materials

Provide all fittings and connections in accordance to item Water Main, (Size)

C Construction

Connect to existing water main. Where shown on drawings, depth and location of existing water main are to be field verified and connection of new water main or fire hydrant lead piping to the existing water main or fire hydrant lead piping shall be provided. Notification of planned connections should be given to the Village of Waunakee a minimum of three days in advance of the work.

Testing

Where connections are made to existing mains, it will be the responsibility of the contractor to provide the necessary hydrostatic tests on all new mains installed. This may necessitate, but is not limited to, the installation of temporary valves to isolate the new system from the existing system. All materials, work, and equipment necessary for this work will be furnished by the contractor at his expense.

D Measurement

The department will measure Connect to Existing Water Main as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.13	Connect to Existing Water Main	Each

Payment is full compensation for furnishing all work and materials herein specified.

The price bid shall include all fittings, appurtenances and connection to existing water main.

47. Connect to Existing Water Service, Item SPV.0060.14.**A Description**

This work consists of connections to existing service laterals from new or existing water main as shown on the drawings in accordance to the requirements of the plans and standard specifications for sewer and water in Wisconsin and as hereinafter provided.

B Materials

Fittings for copper tubing are to be cast brass having an alloy of 85% copper, 5% tin, 5% zinc and 5% lead. They are to have uniformity in wall thickness and strength and shall be free from any defect which may affect their serviceability. Fittings are to be of the flared or compression-type. Unions are to be extra heavy 3-part unions only. Each fitting shall be permanently and plainly marked with the name or trademark of the manufacturer.

Curb stops shall be American-made manufactured in accordance to AWWA C800 and ASTM B62 shall be Mueller H-15155, or equal. Curb stops and fittings shall have a positive metal to metal connection.

C Construction

Install water service laterals with minimum amount of service interruption. Water service laterals shall be continuous and shall be place at a minimum depth of 6-1/2-feet. Connections shall be made within 7 feet beyond the right-of-way line.

Contractor shall field verify the location and depth of the existing service prior to connection.

D Measurement

The department will measure Connect to Existing Water Service as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.14	Connect to Existing Water Service	Each

Payment is full compensation for furnishing all work and materials herein specified.

The price bid shall include the costs of all appurtenances and connections to existing water service laterals.

48. Corporation, Tap, Curb Stop and Curb Box, 1-Inch, Item SPV.0060.15.

A Description

This work consists of furnishing and installing new corporations curb stops and boxes as shown on the drawings in accordance to the requirements of the plans and standard specifications for sewer and water in Wisconsin and as hereinafter provided.

B Materials

Fittings for copper tubing are to be cast brass having an alloy of 85% copper, 5% tin, 5% zinc and 5% lead. They are to have uniformity in wall thickness and strength and shall be free from any defect which may affect their serviceability. Fittings are to be of the flared or compression-type. Unions are to be extra heavy 3-part unions only. Each fitting shall be permanently and plainly marked with the name or trademark of the manufacturer.

Corporation stops shall be American-made manufactured in accordance to AWWA C800 and ASTM B62 and shall be Mueller H-150008, or equal.

Curb stops shall be American-made manufactured in accordance to AWWA C800 and ASTM B62 shall be Mueller H-15155, or equal. Curb stops and fittings shall have a positive metal to metal connection.

Service boxes shall be Mueller H-10304, or equal with extension rod. Service boxes shall be of the "Minneapolis" pattern, made with cast iron conforming to ASTM A48, Class 20. The casting shall be free from blowholes, porosity, hard spots, shrinkage defects or cracks, or other injurious defects and shall have a normal smooth casting finish. The pentagon head bolt shall be brass. The castings are to be thoroughly coated with a 1 mil thickness bituminous coating. A 2-1/2-inch diameter box shall be provided for 3/4-inch to 1-inch service stops. A 3-inch diameter box with the enlarged base shall be provided for 1-1/4, 1-1/2, and 2-inch service stops. All service boxes shall have a maximum length of 7-feet when extended without the use of extension section.

C Construction

Provide new corporation stops, curb stops, extension rods, and boxes for each new water service reconnected. Provide tap connection for each corporation. Taps at the main shall be at an angle of 45° above the horizontal.

D Measurement

The department will measure Corporation, Tap, Curb Stop and Box, 1-Inch as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.15	Corporation, Tap, Curb Stop and Curb Box, 1-Inch	Each

Payment is full compensation for furnishing all work and materials herein specified. The price bid shall include the corporation stop, curb stop, curb box, extension rod, and all connections to the new or existing water main and appurtenances.

49. Fire Hydrant, Item SPV.0060.16.

A Description

This work consists of furnishing and installing hydrants in accordance to the plans and the standard specifications for sewer and water construction in Wisconsin and as hereinafter provided.

B Materials

Provide Waterous "Pacer," Model WB-67 with appropriate bury depth to provide 6.5-feet of cover, 5-inch Storz pumping nozzle provided by American Flow Control and two 2-1/2-inch side outlets, red in color, and AWWA C-502 breakaway type with 16-inch break off section standpipe.

C Construction

Construct all hydrants at locations shown on the drawings.

Setting Hydrants. Locate hydrants as shown or as directed by the engineer and in such a manner that the possibility of damage from vehicles or injury to pedestrians will be minimized. All hydrants shall stand plumb and shall have the pumper nozzle aligned as per the owner's direction. Set hydrants to the established grade, or as directed. Connect each hydrant to the main with a 6-inch lead controlled by an independent gate valve. Set the hydrant and 6-inch gate valve on 4-inch solid concrete blocking.

Where a hydrant is set in soil that is pervious, provide drainage at the base of the hydrant by placing coarse gravel or crushed stone mixed with coarse sand from the bottom of the trench to at least 6 inches above the waste opening in the hydrant and to a distance of 1 foot around the elbow.

Brace the bowl of each hydrant against unexcavated earth at the end of the trench with concrete backing. Block or approved mechanical joint lugged retainer glands may be used.

Set the elevation of breakaway flange at a minimum of 2 inches and a maximum of 4 inch above proposed grade.

Provide drain pocket at base of hydrant of 1 cubic yard of crushed stone or rock conforming to requirements of Gradation No. 1 of the construction details.

Backfill with granular backfill and compact as specified for adjacent water main.

D Measurement

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

E Basis of Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.16	Fire Hydrant	Each

Payment is full compensation for excavating, backfilling with granular backfill, making connections, and for furnishing and installing materials.

50. Remove Existing Fire Hydrant and Lead, Item SPV.0060.17.

A Description

This work consists of removing the existing fire hydrant and lead piping, from the existing water main to the hydrant as shown on the drawings in accordance to the requirements of the plans and standard specifications for sewer and water in Wisconsin and as hereinafter provided.

B Materials

Materials used for removing the piping and hydrant shall comply with AWWA specifications C509 and with item Water Main, (Size).

C Construction

Excavate and removed existing piping, valves and fire hydrant from the existing water main to and including the fire hydrant. Provide temporary caps, plugs, fittings, and restraint necessary to operate the water system. Disinfect all materials used to cap the open fittings, if required for or permanent placement. Dispose of water main and valve. Provide fire hydrant to Owner.

D Measurement

The department will measure Remove Existing Fire Hydrant and Lead by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.17	Remove Existing Fire Hydrant and Lead	Each

Payment is full compensation for furnishing all work and materials herein specified.

The price bid shall include the material, excavation, fittings, dewatering, disposal, backfilling with granular backfill, and maintenance of surface and all other labor and material necessary for complete compliance with these specifications.

51. Water Main Gate Valve and Valve Box, 6-Inch, Item SPV.0060.18; 10-Inch, Item SPV.0060.19; 8-Inch, Item SPV.0060.22.

A Description

This work consists of furnishing and installing gate valves and valve boxes, including auxiliary valves in accordance to the requirements of the plans and the specifications for sewer and water construction in Wisconsin and as hereinafter provided.

B Materials

Provide valves manufactured in accordance to AWWA specifications C509. Design valves 12 inch and smaller for 200 psi working pressure. Provide valves having mechanical joint ends and clear water wall equal to the full nominal diameter of the valve. Valves are to be resilient wedged seated gate valves with nonrising stems, opening by turning left and provided with 2-inch square operating nut with arrow cast in metal to indicate direction of opening.

Water valves are to be American Flow Control, or equal, open left. All valves are to have valve boxes, Tyler 6860 Series, or equal, cover marked "Water." Valve box length as required for depth shown on drawings. Valve boxes are to be made of cast iron conforming to ASTM A48, Class 20. The castings shall be free from blowholes, porosity, hard spots, shrinkage defects or cracks, or other injurious defects, and have normal smooth casting finish with a minimum 1 mil thick bituminous coating. Valve boxes are to be 5-1/4-inches is diameter.

Each valve must have manufacturer's name, pressure rating, and year of manufacture cast on body. Prior to shipping from factory, hydrostatically pressure test to equal twice specified working pressure.

C Construction

All gate valves and valve boxes shall be constructed at locations shown on the drawings.

Support valve boxes with a gate valve adapter or solid 4-inch concrete blocks about 2-inches away from contact with the valve bonnet to eliminate settling or shifting of the box and stress or shock to the valve. Place the valve box centered and plumb over the valve wrench nut and flush with finished ground elevation.

D Measurement

The department will measure Water Main Gate Valve and Valve Box (Size) as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.18	Water Main Gate Valve and Valve Box, 6-Inch	Each
SPV.0060.19	Water Main Gate Valve and Valve Box, 10-Inch	Each
SPV.0060.22	Water Main Gate Valve and Valve Box, 8-Inch	Each

Payment is full compensation for furnishing all materials, including gate valve, valve box, valve support, water main connections, and other fittings; for furnishing all excavation, backfilling with granular backfilling, disposal of surplus material, cleanup, and restoring site of work.

52. Water Valve Manhole, Item SPV.0060.20.

A Description

This section describes constructing a water valve manhole made of concrete or concrete masonry with necessary reinforcement, metal frames, covers, including excavating and backfilling.

B Materials

Provide concrete conforming to the requirements for the class of the material named and specified below:

Precast concrete manholes shall have the requirements of ASTM C-478, which shall govern when they alter the ASTM standards. Precast concrete manhole tops shall be eccentric cone type. Precast reinforced concrete manhole risers and tops shall have a minimum wall thickness of 6 inches. Each precast reinforced concrete manhole riser and top section shall be clearly marked with the name or trademark of the manufacturer and date of manufacture. This marking shall be indented into the manhole section or shall be

painted on with waterproof paint. Precast reinforced concrete manhole risers and top sections shall be subject to rejection for failure to conform to any of the specification requirements. In addition, individual sections of manhole risers and tops may be rejected because of any of the following reasons: fracture cracks passing through the walls except for a single end crack that does not exceed the depth of the joint; defects that indicate imperfect proportioning, mixing, or molding; surface defects indicating honey-combed or open texture; damaged ends, where such damage would prevent making a satisfactory joint; Manhole steps out of line or improperly spaced; The interval diameter of the manhole section shall not vary more than one percent of the nominal diameter; Any continuous cracking having a surface width of 0.01" or more and extending for a length of 12" or more, regardless of the position in the section wall. Manhole shall have cast in place bottom slab in lieu of integrally cast base to facilitate installation over existing pipes. Butyl Rubber Sealant meeting ASTM C-990 shall be used for all section joints.

Frames, castings and rings.

1. Manhole frames and covers shall be grey iron meeting ASTM A-48 Class 35B or ductile iron meeting ASTM A536 Grade 80-55-06. Manhole frames and covers shall be Neenah R-1710 frames with a solid Type B cover, with non-rocking cover and concealed pick holes. Manhole frames and covers which are not Neenah Foundry, must be approved by the engineer and meet the following requirements: All castings shall be uniform quality, free from blowholes, porosity, hard spots, shrinkage distortion or other effects. They shall be smooth and well-cleaned by shot blasting. Coal tar pitch varnish shall be used for coating which shall result in a smooth, tough coating.
2. All castings shall be manufactured true to pattern, component parts shall fit together in a satisfactory manner. Round frames shall have machine bearing surfaces.
3. Manhole frames shall have the following dimensions:
 - a. Outside diameter 35"
 - b. Inside diameter 24-1/2"
 - c. Diameter at cover flange 20"
 - d. Height 9"
 - e. Frame and cover shall not weigh less than 300 pounds.
 - f. Cover and lid shall be 22" diameter and 1-1/2" thick at outside edge, with indented top design.
 - g. Both frame and cover shall be designed for heavy duty use.
4. Precast concrete adjustment rings meeting ASTM G-478 shall be provided to adjust casting to finished grade. Precast concrete adjustment rings shall have an outside diameter of 36 inches and an inside diameter of 24 inches, and a minimum allowable thickness of 2 inches.

C Construction

1. Excavation

- a. The excavation shall be limited to the size required for the manhole to be constructed and shall be sheathed and braced as necessary to protect the workman and prevent loss of ground. If necessary, contractor shall provide exploratory excavation to confirm manhole locations.
- b. Understand that the proposed elevations for the manholes as shown on the plans are subject to revisions in order to fit field conditions, and the engineer may adjust the grades from those shown on the plans.
- c. Manholes shall be installed at the end of each line, at all changes in grade, size, or alignment, and at all pipe intersections.
- d. Manholes shall be located as shown on the project plans.

2. Constructing Foundation

- a. Construct the foundation in the excavation to prevent subsequent settlement or rupture of the concrete manhole base.
- b. The contractor may not set the concrete manhole base in rock, wet conditions, or on a firm earth sub grade.
- c. The contractor shall set the concrete manhole base section on a backfilled granular foundation or bed. When placing the pipe on backfilled granular foundation, excavate the trench to at least 6" below the elevation established for the bottom of the concrete manhole base. Backfill this depth with Class B, 1/2" clear crushed limestone bedding, conforming to Gradation 1 as shown on the Construction Drawings. Compact the material before setting the concrete manhole base section.
- d. If the contract details types of bedding or required excavation widths other than those described above, conform to the construction details.

3. Field Poured Base for Precast Manholes

- a. The precast manhole bottom barrel section shall be set on solid concrete brick or block so that the bottom section is below the spring line of the pipe, set for proper location and plumbed. The manhole base of Grade D concrete shall then be poured.

4. Precast Manhole with Integral Base

- a. The excavation shall be deep enough so that after the bottom has been placed thereon, set to grade and plumbed, there remains a 6" minimum depth of bedding material below the bottom of the base. The annular space between the manhole excavation and the outside wall of the manhole section shall be backfilled with bedding material up to the spring line of the incoming pipe. The invert shall not be poured until the manhole is completely built and backfilled. The invert shall be the same diameter as the larger of the adjoining sewers and shall be shaped as shown in the special details.

5. Placing Manhole

- a. Set manhole base on graded bedding material per job specifications making sure that boots or pipe connections match design elevations. Level top of manhole base section in both directions.
- b. The manhole walls shall be constructed at the specified diameter as shown on the plans.
- c. Using appropriate lifting slings that will adequately lift weight of units. The use of an approved or rated spreader bar is preferred. When lifting manhole bases and risers, make sure chain or cable lengths are long enough to prevent contact with tongue and groove area, and are kept at appropriate lifting angles. Use wooden blocks between sling and manhole wall if necessary.
- d. Clean and inspect tongue and groove surfaces. Surfaces should be clean from all dust and debris. On tongue-up manholes, place butyl material next to the vertical surface or tongue. Wrap material completely around unit overlapping ends. Knead the ends together to form a uniform splice. Make sure that all protective paper is removed. Lower bell end of the next section making sure that steps are aligned into final position. If bell is up place butyl material next to vertical surface of groove and follow above procedure. All sections, as shown on the shop drawings, should be completed in this manner.
- e. Lifting holes shall be sealed by inserting a rubber plug or other approved material into hole, and filling with non-shrink mortar from inside and outside.
- f. Backfill with granular backfill around manhole equally to prevent tipping. Compact fill in lifts same as the standard trench procedures.

6. Manhole Chimneys and Adjustment Rings

- a. Chimneys 4" more in height shall be constructed using concrete adjustment rings. The height of the grade ring shall equal (to within an inch and not to exceed) the height of adjustment to minimize the number of joints in the chimney section. Multiple grade rings will not be allowed where one will suffice.

- b. Grade rings shall be laid in a bead of flexible joint sealant as specified. If the top of the precast riser is uneven, the engineer may require a 1-1/4" diameter flexible sealant be used. Frames should be placed on 3-1/2" x 3/8" bead of flexible joint sealant.
- c. If final casting adjustment cannot be achieved using flexible sealant, the engineer may allow the use of Class C concrete instead. The flexible sealant should be removed and concrete should be vibrated around the casting using a suitable spud type vibrator. Monolithic concrete shall be vibrated into the grade ring area and finished smooth on the inside of the structure.
- d. The adjustment of rings and frame shall not exceed a total height of 21".

D Measurement

The department will measure Water Valve Manhole as each individual unit that is acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.20	Water Valve Manhole	Each

Payment for install Water Valve Manhole is full compensation for providing all necessary labor, materials and equipment, excavation, forming foundation, sheeting and shoring, dewatering, masonry, backfill with granular backfill, compaction, casting adjustments, disposing of surplus material, and for the cleaning out and restoring the work site.

53. Sanitary Sewer Manhole, Item SPV.0060.21.

A Description

This section describes constructing a sanitary sewer manhole made of concrete or concrete masonry with necessary reinforcement, metal frames, covers, including excavating and backfilling.

B Materials

Provide concrete conforming to the requirements for the class of the material named and specified below:

As specified for Water Valve Manhole, except integral base and flexible Kor-N-Seal fittings or equal for manhole penetrations required.

Provide internal chimney seal, Cretex or equal, on all sanitary sewer manhole casting adjustment rings, providing a seal between the manhole cone section and the casting.

C Construction

Construct as specified for Water Valve Manhole.

D Measurement

The department will measure Sanitary Sewer Manhole as each individual unit that is acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.21	Sanitary Sewer Manhole	Each

Payment for Install Sanitary Sewer Manhole is full compensation for providing all necessary labor, materials and equipment, exploratory investigations, excavation, forming foundation, sheeting and shoring, dewatering, masonry, connections to existing piping, backfill with granular backfill, compaction, casting adjustments, disposing of surplus material, and for the cleaning out and restoring the work site.

54. Decorative Light Pole and Luminaire (Holophane), Item SPV.0060.31.

A Description

This special provision describes furnishing and installing decorative street lighting in accordance to the applicable provisions of standard spec 659 and as detailed in the plans.

B Materials

Provide decorative-type aluminum pole with banner arms, festoon outlet, flower pot hanging basket bracket and a two piece cast aluminum base cover.

All mounting height dimension listed below are referenced from the bottom of the pole.

Provide light poles meeting the following requirements.

1. Poles shall have 5.25" diameter fluted, extruded constructed of Aluminum Alloy 6061-T6, with a nominal material thickness of 0.250 inches.
2. Pole shaft exterior shall utilize four sided dovetail track system for modular accessory attachment.
3. Pole shaft interior shall present five independent structural chambers for separate wiring flexibility and inherent strength.
4. Provide a decorative pole base of one piece cast Aluminum Alloy 356.1, 20" diameter by 50" tall. Pole shall have integral structural base.
5. Pole arm shall be constructed of tapered Aluminum Alloy 6063-T6 with nominal material thickness of 0.188 inches. Mast arm shall rise 48" and measure 42-1/2" from post center to arm end. Arm shall terminate in a 2-3/8" straight section for luminaire mounting. Pole arm requires a 3" OD x 8" tall pole top tenon.
6. All mounting hardware shall be stainless steel. Provide all required mounting hardware and accessories.

7. All finishes shall be black powder coat.
8. Provide a pole height of 22 feet for pedestrian scale fixtures and 30 feet for roundabout and intersection fixtures. Mounting heights for pedestrian scale fixtures shall be 23 feet and roundabout and intersection fixtures shall be 31 feet.
9. Provide flower pot hanging basket bracket for 22 foot poles only.
10. Equip the 22 foot poles with two 1 inch aluminum schedule 40 pipe banner arms that are 2 FT in length. Position the banner arm 180 degrees from the fixture mounting hook. Coordinate location of banner arms with Owner. Provide stainless steel mounting hardware for all banner arms.
11. Provide a festoon outlet mounted at 14 FT for 22 foot poles only. Recess the festoon outlet in the pole. Weld the junction box to the exterior of the pole. Provide a festoon outlet rated for 20 amps at 120 volts. Provide a receptacle being industrial grade model 5362-A as manufactured by Pass and Seymour, or equivalent model by Leviton or Cooper, or equal. Provide a NEMA 4X cover model. Locate the festoon outlet 90 degrees from the fixture mounted hook such that it is not visible from the oncoming traffic.
12. Mount the light pole hand-hole at 18 inches. Fit the hand hole cover with a recessed junction box. Weld the junction box to the cover. Provide a GFI circuit interrupter within the junction box for GFI protection of the festoon outlet mounted above. Provide a GFI circuit interrupter model 2085W as manufactured by Pass and Seymour, or equivalent by Leviton or Cooper, or equal.

Light pole shall be Site Link, model KWA20L5J22P15BK-OUCBK-SPC for 22 foot poles and model KWA30L5J22P15BK-SPC for 30 foot poles.

Provide a pole luminaire that is 150 watt high pressure sodium for pedestrian scale fixtures (22 foot poles), 250 watt high pressure sodium for intersection fixtures (30 foot poles), and 400 watt high pressure sodium for roundabout fixtures (30 foot poles).

Provide a luminaire meeting the following requirements.

1. Fixture shall be equipped with high pressure sodium (HPS) lamping and provide a prismatic glass teardrop, IENSA Type III, medium, photometric distribution pattern.
2. HPS lamping shall have a color temperature of 2000K and have a high power factor, high reactance ballast.
3. Initial delivered lumens shall be minimum 16,000 lumens for 150 watt HPS, 29,000 lumens for 250 watt HPS, and 50,000 lumens for 400 watt HPS.
4. All mounting hardware shall be stainless steel.
5. Provide labels indicating wattage, voltage, and a wiring diagram inside each luminaire housing.
6. Furnished a closed type optic assembly with permanently resilient gaskets, constructed to maintain an effective seal against moisture and other contaminants. Provide suitable screens at the slip fitter opening to deter insect nesting.

7. Each fixture shall have a leveling device that is visible from the roadway. Use a leveling device that indicates both longitudinally and transversely if the optical assembly is level.
8. Fixture weight shall not exceed 40 pounds. Effective Projected Area (EPA) shall not exceed 2.37 square feet.
9. Fixture shall utilize terminal blocks for wiring connections suitable for #2 to #14 AWG wire.
10. All finishes shall be black powder coat.
11. All fixtures shall be same physical size regardless of wattage.
12. Fixture shall carry a five year warranty including labor allowance.

Provide luminaire model ESU-XXHP-24-4-PS as manufactured by Holophane,

C Construction

Construct poles in accordance to the applicable provisions of standard spec 659.3.

D Measurement

The department will measure Decorative Light Pole and Luminaire (Holophane) as each individual decorative light pole and luminaire, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.31	Decorative Light Pole and Luminaire (Holophane)	Each

Payment is full compensation for furnishing, assembling, and installing light poles and luminaires; assembly and installation of components.

55. Lighting Control Cabinet, Item SPV.0060.32.

A Description

The work under this item shall consist of furnishing, assembling, delivering and installing 100 Ampere 120/240 VAC lighting distribution centers, as shown in the plans. To the extent possible, provide components from the same manufacturer. Electrical service, service entrance conductors, and concrete control cabinet base will be measured and paid separately. Two NEMA decals per installation, one for the meter pedestal and one for the cabinet door, to read DANGER 240 VOLTS, will each be paid as Plaques Sequence Identification.

B Materials

B.1 General

Furnish, assemble, deliver and install Lighting Control Cabinet.

B.2 Contactors

The contactors shall be electrically held, specification grade, two-pole, with 30A contacts, quantity and number of poles as required to control the circuits shown on the plans plus 25% spare circuit space. Provide 1" high engraved plaque above each contactor indicating the circuit number in ½" text as appropriate.

B.3 Photocell

Provide photocell Receptacle to accommodate NEMA twist-lock photocell. Provide opening on side of housing to allow proper photocell operation.

B.4 Timeclock

Provide timeclock with 4 independently controlled 20 amp contacts. Provide model ET70415CR as manufactured by Intermatic, or equivalent model by Paragon Electrical Products or NextLight.

B.5 HOA Switch

Provide a 30mm, NEMA type hand-off-auto selector switch that is accessible without opening dead-front door.

B.6 Panelboards

Provide a specification grade panelboard interior, Square D type NQ or equal. The panel shall be rated, sized, and configured as indicated on the attached drawings. Provide copper bus bars and copper ground and neutral bus bars. Provide thermal-magnetic circuit breakers that clearly indicate ON, OFF, or TRIPPED position in the panel.

Provide a separately mounted main circuit breaker and bolt-on-type breakers. Circuit breakers for festoon receptacle circuits shall be GFI type.

B.7 Enclosures

The cabinet shall be of NEMA Type 4X, stainless steel, rainproof construction and shall be UL listed as "Enclosed Industrial Control Equipment" (UL 508A). External construction shall comply with UL50 requirements. Cabinet dimensions shall be as indicated on the attached drawings.

Cabinet exterior shall be fabricated from 1/8" clear anodized 5052-H32 aluminum.

All fasteners, latches and hardware shall be of stainless steel and all hinges shall be continuous piano type. No fasteners except sealing screws shall be removable by external access.

All edges and corners on both exterior and interior must be rounded and smooth to prevent injuries.

The distribution equipment compartment shall be behind an external lockable door with standard #2 key locking mechanism. A door keeper shall be provided to keep the door in the open position. Electrical equipment shall be located behind an internal dead-front door with a quarter turn securing latch and hinged to open a minimum of 120 degrees. The dead-front door shall be hinged on the same side as the customer door.

A metal print pocket shall be located on the inside of the customer door large enough to hold all circuit directories and instructions in a clear plastic 8"x10" weatherproof sleeve.

The cabinet mounting bolts shall not be externally accessible. Cabinet can be mounted to a concrete base with use of stainless steel anchors.

Cabinet shall be rated for operation at 22k minimum AIC amps interrupting. Series rating is acceptable.

All distribution and control equipment shall be factory wired using 600 volt wire.

Furnish and install grounding electrodes for each cabinet

1. Provide grounding electrodes as a one piece solid rod of copper-clad type, or approved equal with a minimum of 5/8-inch diameter and 10-foot length.
2. Drive two approved grounding electrodes vertically into the ground near the lighting control cabinet and space a minimum of six feet apart. provide a single unbroken length of 2/0 stranded bare copper wire that is cadwelded to the farthest electrode, run to, and cadwelded to the near grounding electrode and terminated at the grounding electrode lug inside the lighting control cabinet.

Cabinet dimensions shall be as indicated on the attached drawings.

B.8 Field Wiring Termination Blocks

Provide quantity of channel mount NEMA rated, box lug, single terminal blocks as indicated on plans that are capable of holding #12 to #2 wire for power, neutral, and grounding connections. The terminal blocks shall be mounted on a mounting channel with end anchors and an end barrier. Each terminal block shall have a label indicating the appropriate circuit number, neutral ('N') or ground ('G') wire connected to block; handwritten numbers and letters are not acceptable means of identification.

B.9 Surge Protection Devices (SPD)

SPD for 120/240V Power: Install a Type 1 SPD on distribution panelboard on the load side of a dedicated 2-pole, 30A circuit breaker.

SPDs shall be UL Listed and labeled to UL 1449 Third Edition. SPDs shall be posted on VZCA at UL.com.

The following ratings shall not be exceeded on any mode of protection:

- Short Circuit Current Rating (SCCR): 200kA or the available short circuit current, whichever is greater
- Nominal Discharge Current Rating (In): 20kA
- Voltage Protection Rating (VPR): 700V
- Maximum Continuous Operating Voltage (MCOV): 150V
- Peak surge current rating: 50kA per phase (sum of L-N plus L-G)

SPD's SPDs shall include directly connected MOVs exceeding 32mm in diameter from L-N and either L-G, N-G, or both. SPD shall at a minimum be rated as NEMA 1.

B.10 Accessories

- Provide one 20A, GFI receptacle
- Incandescent light and switch
- Wiring troughs to route wire between devices
- Terminal Strips to land all wiring and branch circuits which exit the cabinet
- Control power fusing as required. Provide indicating type fuse holders.
- Interposing/isolation relays (Allen Bradley, 700-HK, Idec RR3B-UL, Eaton D3PR, or equal)

C Construction

Use a UL 508 Listed Panel Builder to assemble the lighting control cabinet. Assemble the lighting control cabinet with all of its electrical components, wiring and parts in a neat and orderly fashion and as shown on the plans. Pretest the cabinet prior to shipment to the site. Panel Builder shall apply UL label inside cabinet.

Mount all equipment to panel in enclosure. Train the cables in straight horizontal and vertical directions, and parallel next to, and adjacent to other cables whenever possible. Install wiring in slotted raceway between terminal strip, contactor and panelboard. Secure all remaining wiring using screw attachment type straps; adhesive type will not be allowed.

Surge arresters shall be installed to allow LED indicator(s) to be readily visible when viewing inside of cabinet. Connect the surge arresters as indicated on the plans.

D Measurement

The department will measure Lighting Control Cabinet 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.0060.32	Lighting Control Cabinet	Each

Payment is full compensation for furnishing, assembling, delivering, and installing the lighting control cabinet; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

56. Light Pole Base Modification, Item SPV.0060.33.

A Description

The work under this item shall consist of furnishing and installing a light pole base for each Decorative Light Pole and Luminaire.

B Materials

The Type 5 WisDOT concrete bases shall be used as shown on the drawings. The diameter of the base should be modified from 1'-8" to 2'-0" to accommodate the decorative pole base. Provide additional concrete, rebar, etc. to accommodate increase in diameter base. Coordinate bolt pattern and sizes with light pole manufacturer.

C Construction

Construction of each base shall be similar to standard WisDOT details.

D Measurement

The department will measure Light Pole Base Modification 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.0060.33	Light Pole Base Modification	Each

Payment is full compensation for furnishing and installing Light Pole Base.

57. Perennials, Grass, Autumn Moor, CG, MIN 2YRS, Item SPV.0060.40; Cranesvill, Bigroot, CG, MIN 2YRS, Item SPV.0060.41; Daylily, Happy Returns, CG, MIN 2YRS, Item SPV.0060.42; Little Bluestem, The Blues, CG, MIN 2YRS, Item SPV.0060.43; Prairie Dropseed, Prairie Dropseed, Tara, CG, MIN 2YRS, Item SPV.0060.44; Switchgrass, Shenandoah, CG, MIN 2YRS, Item SPV.0060.45.

A Description

The work of this item includes furnishing and planting perennial, ornamental grass and bulb plant materials in accordance to the plans, complete in place at the locations as designated on the plans, or as directed by the engineer. The work under this item shall be in accordance to standard spec 632 and as hereinafter provided.

B Materials

Plant Materials. Standard spec 632.2.2.1 shall be expanded to include; all plants shall be grown within those parts of Minnesota, Wisconsin, Iowa, Indiana, Michigan, Ohio and Illinois located with Zones 4 and 5 of the "Plant Hardiness Zone map" of the USDA, Miscellaneous Publication No. 814, revised 1965.

C Construction

Planting. Install plants as detailed and according with pertinent provisions of standard spec 632 as revised.

D Measurement

The department will measure Perennials (Type), CG, MIN 2YRS, as individual unit for each, acceptably completed.

E Payment

The department will pay for measured quantities at the contract unit price under the bid item for each perennial, grass and bulb plant material.

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.40	Grass, Autumn Moor, CG, MIN 2YRS	Each
SPV.0060.41	Cranesbill, Bigroot, CG, MIN 2YRS	Each
SPV.0060.42	Daylily, Happy Returns, CG, MIN 2YRS	Each
SPV.0060.43	Little Bluestem, The Blues, CG, MIN 2YRS	Each
SPV.0060.44	Prairie Dropseed, CG, MIN 2YRS	Each
SPV.0060.45	Prairie Dropseed, Tara, CG, MIN 2YRS	Each
SPV.0060.46	Switchgrass, Shenandoah, CG, MIN 2YRS	Each

Landscape planting surveillance and care performed under this article shall be considered incidental to bid item 632.9101.

Payment for the Perennial items is full compensation for providing, transporting, handling, storing, placing, and replacing plant materials; for excavating all plant holes, salvaging topsoil, mixing, and backfilling; for providing and applying all required fertilizer, mulch, water, herbicides, and for disposing of all excess and waste materials.

58. Concrete Curb and Gutter 24-Inch Type D Reject, Item SPV.0090.01.**A Description**

Perform work in accordance to the applicable provisions of standard spec 601 and as detailed in the plans.

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

D Measurement

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

E Payment

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

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

Payment is full compensation for furnishing all foundation preparation; all special construction required, for providing all materials, including concrete, expansion joints, for placing, finishing, protecting and curing, and for sawing joints.

59. Valley Gutter, Item SPV.0090.02.**A Description**

Perform work in accordance to the applicable provisions of standard spec 601 and as detailed in the plans.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Valley Gutter by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Valley Gutter	LF

Payment is full compensation for furnishing all foundation preparation; all special construction required, for providing all materials, including concrete, expansion joints, for placing, finishing, protecting and curing, and for sawing joints.

60. Concrete Curb Special, Item SPV.0090.03.**A Description**

Perform work in accordance to the applicable provisions of standard spec 601 and as detailed in the plans

B (Vacant)

C (Vacant)

D Measurement

The department will measure Concrete Curb Special by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	Concrete Curb Special	LF

Payment is full compensation for furnishing all foundation preparation; all special construction required, for providing all materials, including concrete, expansion joints, for placing, finishing, protecting and curing, and for sawing joints.

61. Railing Pedestrian Steel, Item SPV.0090.04.**A Description**

This special provision describes railing pedestrian steel as shown on the plans, conforming to the appropriate subsections of standard spec 513, and as hereinafter provided.

B Materials

Provide steel railing components and connection hardware conforming to the appropriate subsections of standard spec 513.1. Powder coat black (RAL color 9017) per the requirement on the plan detail.

The concrete base and anchors shall conform to the appropriate subsections of standard spec 654.

C Construction

Conform to the appropriate requirements of standard spec 513.3 and standard spec 654.3.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Pedestrian Railing Steel	LF

Payment is full compensation for excavation, backfilling, concrete, reinforcement, anchors, connections, steel railing, and coating.

62. Concrete Curb and Gutter, 18 Inch, Type A, Colored, Reject Item SPV.0090.05.

A Description

Perform work in accordance to the applicable provisions of standard specs 405 and 601. Color Curb, 18 inch, Type A, Colored, Reject red as specified in standard spec 405.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Concrete Curb and Gutter, 18 Inch, Type A, Colored, Reject by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.05	Concrete Curb and Gutter, 18 Inch, Type A, Colored, Reject	LF

Payment is full compensation for furnishing all foundation preparation; all special construction required, for providing all materials, including admixtures with colored concrete pigments, concrete, expansion joints, for placing, finishing, protecting and curing, and for sawing joints.

63. Pavement Marking Grooved Preformed Thermoplastic, 4-Inch Item SPV.0090.06; 8-Inch Item SPV.0090.07; 18-Inch Item SPV.0090.08; Pavement Marking Crosswalk Grooved Preformed Thermoplastic 12-Inch SPV.0090.09; Pavement Marking Grooved Preformed Thermoplastic 12-Inch Item SPV.0090.10.

A Description

This special provision describes grooving the pavement surface, and furnishing and installing preformed thermoplastic pavement marking as shown on the plans, in accordance to standard spec 647, and as hereinafter provided.

B Materials

Furnish 125 mils preformed thermoplastic pavement marking from the department's approved products list. If required, furnish sealant material recommended by the manufacturer.

C Construction

C.1 General

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of preformed thermoplastic pavement marking.

Plane the grooved lines in accordance to the plan details. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

C.2 Groove Depth

Cut the groove to a depth of 120 mils \pm 10 mils deep from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

C.3 Groove Width – Linear Markings

Cut the groove 1-inch wider than the width of the thermoplastic.

C.4 Groove Position

Position the groove edge in accordance to the plan details.

C.4.1 Linear Marking

Groove at a minimum of 4-inches, but not greater than, 12-inches from both ends of the line segment. Achieve straight alignment with the grooving equipment.

C.4.2 Special Marking

Groove at a minimum of 4-inches from the perimeter of the special marking. Groove separate areas for Word Items.

C.5 Groove Cleaning

C.5.1 Concrete

Cooling the cutting head with water may be necessary for some applications and equipment. If cooling water is necessary, flush the groove immediately with water after cutting to remove any build-up of cement dust and water slurry. If this is not done, the slurry may harden in the groove.

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the sealant, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

C.5.2 Asphalt

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

Check for structural integrity in supporting grooving operations. If the structural integrity of the asphalt pavement is inadequate to support grooving operations, immediately notify the engineer.

C.6 Preformed Thermoplastic Application

Preheat the surface if necessary based on manufacturer's recommendation.

Apply preformed thermoplastic in the groove as per manufacturer's recommendations. If manufacturer's recommendations require a sealant, apply a sealant lower than 91g/l VOC during the following period of time due to Volatile Organic Compound Limitations:

May 1 to September 30, both dates inclusive – the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee.

Use any sealant in the remainder counties and for the remainder of the year. The sealant must be wet.

D Measurement

The department will measure Pavement Marking Grooved Preformed Thermoplastic by the linear foot of tape placed 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 items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.06	Pavement Marking Grooved Preformed Thermoplastic 4-Inch	LF
SPV.0090.07	Pavement Marking Grooved Preformed Thermoplastic 8-Inch	LF
SPV.0090.08	Pavement Marking Grooved Preformed Thermoplastic 18-Inch	LF
SPV.0090.09	Pavement Marking Crosswalk Grooved Preformed Thermoplastic 12-Inch	LF
SPV.0090.10	Pavement Marking Grooved Preformed Thermoplastic 12-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface, furnishing and installing the material.

64. Water Main Pipe, 6-Inch, Item SPV.0090.11; 8-Inch, Item SPV.0090.12; 10-Inch, Item SPV.0090.13.

A Description

This work consists of furnishing and installing water main, connect to existing water main, and if necessary supplying granular backfill and fluorocarbon gaskets to the requirements

of the plans and the standard specifications for sewer and water construction in Wisconsin and as hereinafter provided.

B Materials

Iron pipe and fittings for water main shall be ductile iron, American, Tyler, Griffin, U.S. Pipe, or equal, and shall conform to AWWA C151/A21.51, with mechanical joints or push-on joints where buried and flanged joints elsewhere as shown on the drawings.

Furnish pipe wall thickness as required by AWWA C115 for flanged piping, and AWWA C150 for buried piping with the depth of cover as shown on the drawings for Class C bedding as shown on the Construction Details.

Gaskets for flanged piping shall be full face, 1/8 inch, synthetic rubber gaskets with factory-made holes for flange bolts. No field make-up flanges will be allowed.

Unless otherwise shown or specified, provide flanged pipe with minimum special thickness Class 53 with a minimum rated working pressure of 350 psi and a water hammer allowance of 100 psi. Provide buried pipe with minimum special thickness Class 52 with a minimum rated working pressure of 330 psi or pressure Class 350 with a water hammer allowance of 100 psi.

In cases where corporation stops are to be tapped into mains, furnish pipe wall thickness as specified in AWWA C151 to provide four threads; furnish pipe saddles as approved by manufacturer.

Joints shall be mechanical joint AWWA C111 or slip joint. Furnish all water main, pipe, valves, and fittings with cable bond conductor or electrobond conductivity strips. Lead-tipped gaskets or bronze wedges will not be allowed.

Each pipe shall have the weight, class, or nominal thickness and casting period shown on it. Cast or stamp the manufacturer's mark, the year in which the pipe was produced, and the letters "DI" or "DUCTILE" on the pipe.

Provide ductile iron pipe centrifugally cast in metal or sand-lined molds having bell and spigot ends designed for a rubber gasket push-on joint or mechanical joints.

Provide pipe walls that are homogeneous from inside to outside and completely free of laminations, blisters, or other imperfections. Defects may be removed at the factory only.

Provide pipe with a cement mortar lining and internal and external bituminous coats. Lining and coating must be suitable for use with potable water systems and shall comply with AWWA C151.

Apply the bituminous coating over the cement lining on the inside of the pipe, and a bituminous seal coat on the exterior of all pipe and fittings. The coating shall be smooth and impervious to water without any tendency to scale off.

Improper or incomplete marking will be cause for rejection of the pipe.

Furnish certification data representing each class of pipe furnished. The certification report must clearly state that all pipe furnished meets the appropriate AWWA specification.

Unless otherwise specified, provide rubber gaskets conforming to AWWA C111 or ANSI 21.11 for Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

Furnish gaskets in sufficient number for all joints. Furnish sufficient joint lubricant by the manufacturer with the gaskets. Within contaminated soil zones and on 50-feet to either side of the contamination zone gaskets are to be Fluorocarbon gaskets and installed at all joints and fittings within the specified area.

Provide polyethylene encasement conforming to AWWA C105 or ANSI A21.5. Film shall be Class C - Black, with a minimum nominal thickness of 0.008 inch (8 mils). Tape for securing the film shall be a thermoplastic material with a pressure sensitive adhesive face capable of bonding to metal, bituminous coating, and polyethylene. Tape shall have a minimum thickness of 0.008 inch (8 mils) and a minimum width of 1 inch.

The polyethylene film envelope shall be free as is commercially possible of gels, streaks, pinholes, particles of foreign matter and undispersed raw materials. There shall be no other visible defect such as holes, tears, blisters or thinning out at folds.

Fittings. Provide American-made ductile iron fittings.

Provide ductile iron fittings conforming to AWWA C110, C153 DI compact fittings or ANSI A21.10 for all ductile iron or PVC pressure pipe.

Ductile iron fittings shall be American made with mechanical joints in accordance to AWWA C110 and AWWA C111.

Provide ductile iron "compact fittings" rated at 350 psi and made in accordance to AWWA C153. Provide mechanical joint bolts and nuts made of high strength, low alloy steel having the characteristics specified in Section 11.6.5 of AWWA C111. Flange joints shall be made in accordance to AWWA C110 and ANSI B16.1.

Provide interior and exterior coatings conforming to AWWA C110. Cement mortar lining of standard fittings is not required unless specified.

Ductile iron "compact fittings" shall be cement lined on the interior conforming to AWWA C153.

Mechanical joint lugged retainer glands (Megalug, or equal) may be used with ductile iron or poly vinyl chloride pressure pipe.

Provide all plugs, caps, tees, hydrants, and bends for water mains and force mains with restraining retainer glands, MEGALUG, or equal. The number of joints to be restrained to provide adequate restraint shall be as shown on the drawings.

C Construction

General: Perform construction in conformance with AWWA C600 for cast iron or ductile iron water main.

Installation. Provide sufficient and adequate equipment on the site of the work for unloading and lowering pipe and fittings into the trench. Exercise extreme in handling all pipe, fittings and special castings so as to prevent breakage. Under no circumstances shall they be dropped into the trench or so handled as to receive hard blows or jolts when being moved.

Field Inspection of Materials. Before lowering and while suspended, the pipe or fittings shall be inspected for defects. All materials used in the work must pass field inspection.

Direction of Laying. Unless otherwise ordered, lay pipe with the bell ends facing the direction of laying. When the grade exceeds 100 feet of rise per 300 feet of trench, face the bells upgrade.

Joining of Pipe. Take every precaution to prevent foreign material from entering the pipe while it is being placed in the line.

Cutting of Pipe. Cut the pipe at right angles to the centerline of the pipe. Perform cutting in a neat workmanlike manner without damage to the pipe and so as to leave smooth ends. Cut all pipes with an approved mechanical cutter. The cut end of the pipe to be used with a rubber gasket joint shall be tapered by grinding or filing back at an angle of approximately 30 degrees with the centerline of the pipe, and any sharp or rough edges shall be removed.

Obstructions in Line or Grade. Whenever it becomes necessary to lay a main over, under or around a known obstruction, the contractor will furnish and install the required fittings. The laying of such fittings will be paid for at the unit price bid for each size of main. No additional compensation will be paid to the contractor for any expenses incurred because of such obstruction. When an unknown underground structure interferes with the work to such an extent that an alteration of the plan is required, and such alteration results in a change in the cost to the contractor, the engineer will issue a written change order for such altered work, specifying the basis of payment or credit for such altered work.

Setting Valves. Provide and install valves in water mains in locations where shown on the plans. Provide a valve box for every valve. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the wrench nut of the valve, with the box cover flush with the surface of the finished grade or such level as may be directed.

Polyethylene Wrap. Provide corrosion protection for all ductile pipe, iron tees, crosses, bends, etc., and all valves by use of polyethylene wrap.

Extend the wrap approximately 18 inches beyond all joints. Tape all seams securely. Place the cover material with care to prevent damage to the polyethylene wrap. Repair any rips or punctures in the wrap immediately.

Separation. Expose utilities that cross proposed facility prior to construction to allow the engineer to check for conflicts. Protect utilities from disturbance throughout work.

Whenever water mains cross over sewers, lay the water main at such an elevation that the bottom of the water main is at least 6 inches above the top of the sewer. Whenever water mains cross under sewers, maintain a minimum vertical separation of 18 inches between the top of the water main and the bottom of the sewer. At crossings, center one full length of water pipe on the sewer so that both joints will be as far from the sewer as possible.

Water Main bedding, cover, and dewatering shall meet requirements of AWWA C600. Bed all water main pipe and related appurtenances using Class "B" bedding as shown on the Construction Details conforming to Gradation No. 1 and Cover Gradation. Backfill above the cover material to the base course level shall be granular backfill.

Connect to existing water main. Where shown on drawings, depth and location of existing water main are to be field verified and connection of new water main or fire hydrant lead piping to the existing water main or fire hydrant lead piping shall be provided. Notification of planned connections should be given to the Village of Waunakee a minimum of three days in advance of the work.

Disinfection. Furnish all material, equipment and labor necessary to disinfect all new water mains and all existing mains disturbed by construction including laboratory testing. Schedule sampling and testing to complete the work within the Contract Times. Furnish items of material for testing in the size and quantity necessary to properly complete the test. Interruption or delay of the contractor's work progress caused by testing and sampling will not be cause for extra payment under the Contract nor will they be cause for extension of Contract Time. Costs for items furnished under this section will be included as an incidental item of work under the various items included in the Bid. Material suppliers shall furnish certificates of compliance indicating that all tests required by the various Standards have been conducted and that the test results comply with the Standards.

Testing

Conduct hydrostatic pressure tests and leakage tests of all joints in accordance to the requirements of AWWA C600. During performance of the hydrostatic pressure test, subject the main to a minimum pressure of 125 psi. Remove all air from the water main during testing by flushing and by installing corporations at high points.

Prior to conducting the pressure and leakage test, backfill the trench for its full depth. All bends and special connections to the main shall be adequately blocked and tied prior to the test. Correct any damage caused to the water main or its appurtenances during performance of these tests.

Keep a record of all tests performed. These records shall show the individual lengths of main tested and test results.

Where connections are made to existing mains, it will be the responsibility of the contractor to provide the necessary hydrostatic tests on all new mains installed. This may necessitate, but is not limited to, the installation of temporary valves to isolate the new

system from the existing system. All materials, work, and equipment necessary for this work will be furnished by the contractor at his expense.

Disinfect and sterilize all new work and old mains where it is necessary to cut into them. Perform disinfection in accordance to AWWA C651. Furnish all materials and equipment needed for disinfection of mains. Collect the necessary samples and deliver them to the testing laboratory. The cost of all work under this item is included in the price as bid under Water Main.

Furnish all equipment, labor and miscellaneous items necessary to perform electrical continuity tests on all new water main installed. Perform tests using an ohmmeter to assure that electrical continuity exists across all joints. Make all necessary repairs to establish continuity across joints.

All testing of pipelines shall proceed concurrently with installation. The contractor is advised that it may be advantageous to conduct daily preliminary testing of his work.

D Measurement

The department will measure Water Main Pipe (Size) by the linear foot, acceptably completed. Quantity to be paid for includes construction through valves and other fittings. Tees, reducers, sleeves, and bends will be measured and paid as water main.

E Payment

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

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

Payment is full compensation for furnishing all work and materials herein specified. The price bid shall include the pipe, excavation, dewatering, bedding, laying, jointing, backfill with granular material, and maintenance of surface and all other labor and material necessary for complete compliance with these specifications.

65. Water Main Hydrant Lead, 6-Inch, Item SPV.0090.14.

A Description

This work consists of furnishing and installing fire hydrant lead piping in accordance to the plans and the standard specifications for sewer and water construction in Wisconsin and as hereinafter provided.

B Materials

Provide 6-Inch ductile iron (DI) fire hydrant lead piping with MEGALUG[®] retainer glands at all joints and fittings. Meet requirements in AWWA C600 and Water Main, 6-Inch

C Construction

Construct fire hydrant lead piping in accordance to Water Main, 6-Inch.

D Measurement

The department will measure Water Main Fire Hydrant Lead, 6-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 item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.14	Water Main Fire Hydrant Lead, 6-Inch	LF

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

66. Water Service, Copper, 1-Inch, Item SPV.0090.15.**A Description**

This work consists of furnishing and installing new water service laterals as shown on the drawings in accordance to the requirements of the plans and standard specifications for sewer and water in Wisconsin and as hereinafter provided.

B Materials

Water laterals shall be 1-inch-diameter Type K soft annealed seamless copper tubing meeting the requirements of ASTM B88. Water service laterals requiring reconstruction and new service laterals are to be installed in accordance with standard practice of the Village of Waunakee. The name or trademark of the manufacturer and a mark indicating the type shall be permanently and plain marked on tubing.

C Construction

Install water service laterals with minimum amount of service interruption. Water service laterals shall be continuous and shall be place at a minimum depth of 6-1/2-feet. Use sand bedding for water service.

All copper water services are to be encased with polyethylene wrap. Polyethylene wrap shall meet the requirements specified for adjacent water main (SPV.0090.11-13) Water Main, (6-Inch, 8-Inch, 10-Inch).

Backfill and compact as specified for adjacent water main.

D Measurement

The department will measure Water Service, Copper, 1-Inch by the linear foot, acceptably completed, measured along centerline of tubing from the centerline of the main to the connection to the existing lateral.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.15	Water Service, Copper, 1-Inch	LF

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

The price bid shall include the pipe, excavation, fittings, dewatering, bedding, cover laying, jointing, backfilling, and maintenance of surface and all other labor and material necessary for complete compliance with these specifications.

67. Sanitary Sewer Main, 8-Inch, Item SPV.0090.16.

A Description

This work consists of excavating required trenches or tunnels, placing bedding and cover materials, laying therein the sanitary sewer pipe of the size and type specified, tees, wyes, risers and all required fittings; all sheeting and shorings, backfilling and compacting the trenches, testing, and restoring the work site all as provided by the plans, specifications and contract.

B Materials

Provide polyvinyl chloride (PVC) sewer pipe meeting the requirements of Standard Specifications for Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings of the American Society for Testing Materials, Serial Designation D3034 for pipe sizes 4-inch through 15-inch and F679 for 18-inch through 36-inch. All PVC sewer pipe shall have maximum standard dimension ratio (SDR) of 35.

Provide the wall thickness conforming to requirements for a T-1 wall. Provide PVC material with a cell classification 12454-B or 12454-C as defined in ASTM D1784 with minimum modules of elasticity of 400,000 psi in tension. Provide a minimum pipe stiffness of 46 psi when tested in accordance to ASTM D2412.

Provide pipe and fittings that are the product of one manufacturer with experience records substantiating acceptable performance of the pipe to be furnished.

Provide injection molded fittings.

Acceptance of piping will be subject to tests conducted by an approved testing agency in accordance to ASTM D3034 and/or ASTM F679.

Provide fittings such as saddles, elbows, tees, wyes and others of material and construction corresponding to and having a joint design compatible with the adjacent pipe. Provide approved adapters for transitions to other types of pipe.

Provide elastomeric type joints for pipes 4 inch or larger and elastomeric or solvent cement for pipes less than 4 inch.

Provide elastomeric joints with a bell and spigot joint conforming to ASTM D3212 sealed by a rubber gasket conforming to ASTM F477 so that the assembly will remain watertight under all conditions of service, including the movements resulting from the expansion, contraction, settlement and deformation of the pipe. Form bells integrally with the pipe so they contain a factory installed positively restrained gasket.

Assemble solvent cement joints using solvent cement obtained from the pipe manufacturer, which conforms to the requirements of ASTM D2564.

The assembled joint shall pass the performance tests as required in ASTM D3212.

Bed and cover all sanitary sewer pipe and related appurtenances using Class "B" bedding as shown on the Construction Drawings conforming to Gradation No. 1, and Cover Gradation. Backfill with Granular Backfill meeting Standard spec 209.

Native trench materials may be used for cover material if they substantially conform to the above gradation specifications and a suitable credit is extended to the owner.

Bedding material may be substituted for cover material when requested by the contractor except where polyethylene encasement is used.

Connections to existing sanitary sewer shall be made with Fernco, or equal, type connection.

C Construction

Alignment and Grade – General. Lay and install utility lines to the lines and grades specified with valves, fittings, manholes, and other appurtenances at the specified locations; spigots centered in bells; and all manholes and riser pipes plumb. Unless otherwise noted, service lines shown on the drawings are approximate. The engineer will assist the contractor in staking the actual location in the field.

Deviations Occasioned By Existing Improvements. Wherever significant obstructions not shown on the drawings are encountered during the progress of the work and interfere to such an extent that an alteration in the plan may be necessary, the engineer will have the authority to change and request a deviation from the line and grade or arrange with the owners of the structure for the removal, relocation or reconstruction of the obstructions. Existing items unnecessarily damaged during the performance of this contract shall be repaired and replaced at the expense of the contractor.

Caution In Excavation. Proceed with caution in the excavation and preparation of the trench so that the exact location of underground structures may be determined. The contractor will be held responsible for the repair of such structures when broken or otherwise damaged because of carelessness on the part of the contractor.

Excavation And Preparation of Trench – General. Dig the trench so that the pipe can be laid to the alignment and depth specified. Unless otherwise allowed by the engineer, trenches shall not be excavated more than 100 feet in advance of pipe laying.

Excavation To Grade. Finish the trench to the depth necessary to provide a uniform and continuous bearing and support for the pipe on the bedding material provided at every point between bell holes. Any part of the bottom of trench excavated below the specified grade shall be corrected with bedding material, thoroughly compacted in place. Shape and finish the bedding with hand tools to fit the bottom quadrant to the pipe.

Pile all excavated material in a manner that will not endanger the work. Conduct the work in such a manner that pedestrian and motor traffic is not unnecessarily disrupted. Fire hydrants, valve boxes and manholes shall be left unobstructed. Gutters shall be kept clear or other satisfactory provisions made for street drainage, and natural water courses shall not be obstructed.

Remove excavated material designated by the engineer as being undesirable for backfilling immediately as excavation progresses. All undesirable and surplus material must be disposed of in accordance to standard spec 205.3.11.

Dewatering. The contractor shall, at his own expense, keep the excavation clear of water while the sewers and appurtenances are being installed and backfilled. Wherever necessary, excavate in advance of the completed work and lead the water into sumps or pump wells. The expense for making all extra excavations necessary to prevent water from interfering with the proper construction of the work and for forming of all dams, digging sumps or pump wells, bailing and pumping shall be borne by the contractor.

The contractor's dewatering system shall ensure that soils within the trench will not be destabilized by hydrostatic uplift pressures from adjacent ground water. If conditions warrant, furnish and install well point systems or deep wells. Provide spacing and depth of well points or wells adequate to lower the ground water table and hydrostatic uplift pressure below the trench bottom. Obtain and pay for any permits necessary for the dewatering operations.

No extra payment will be made for dewatering of the trench whether accomplished by the use of sumps and pumps, well point systems, or deep wells.

Take all necessary precautions during the dewatering operation to protect adjacent structures against subsidence, flooding or other damage. Prior to dewatering, take into account the effect of proposed dewatering operation on existing private water supply systems and make arrangements with property owners for protecting their supplies or providing alternative supply.

In areas where continuous operation of dewatering pumps is necessary, avoid noise disturbance to nearby residences to the greatest extent possible by using electric driven pumps, intake and exhaust silencers, or housing to minimize noise.

Width of Trench. The contractor shall be responsible for determining and providing the minimum width necessary to provide a safe trench in accordance to current OSHA standards and all other applicable standards. Pay items related to maximum trench widths shall not limit the contractor's responsibility to provide safe trench conditions.

The width of trench below the outside top of the pipe shall be as shown in the following table for the sizes listed. A minimum clearance of 8 inches between the outside of the pipe barrel and the trench wall at the pipe spring line shall be maintained. If sheeting is used, the trench width will be measured as the clear distance between inside faces of the sheeting.

MINIMUM WIDTH OF TRENCH BELOW TOP OF PIPE

Internal Pipe Diameter (Inch)	Trench Width (Inch)
4	30
6	30
8	36
10	36
12	36
15	36
18 and Larger	See engineer

Where the width of trench below the outside top of the pipe barrel cannot be otherwise maintained within the limits shown above, the contractor, at his own expense, shall furnish an adequate pipe installation for the actual trench width which will meet design conditions. This may be accomplished by furnishing higher class bedding, a stronger pipe, concrete cradle, cap or envelope or by driving sheeting prior to excavation to subgrade. Removal of sheeting below the top of the pipe, if allowed by the engineer, shall be gradual during backfilling.

If the maximum trench width is exceeded for any reason other than by request of the engineer, the concrete cradle, cap, sheeting, bedding or the stronger pipe shall be placed by the contractor at his own expense. Where the maximum trench width is exceeded at the written request of the engineer, the concrete cradle, cap, sheeting, bedding, or stronger pipe will be paid for on the basis of the unit price bid. Keep the top width of trench excavation as narrow as is reasonably possible, and acceptable, to minimize pavement damage.

Width of Trench - Thermoplastic Pipe: The trench width for flexible pipe shall be the greater of twice the pipe outside diameter or the maximum trench width specified for rigid pipe, whichever is greater.

Braced And Sheeted Trenches. Sheet and brace open-cut trenches as required by any governing state laws and municipal ordinances and as may be necessary to protect life, property, improvements or the work. Protect underground or aboveground improvements to be left in place and, if damaged, repair or replace at the expense of the contractor.

Sheeting and bracing which is to be left in place must be removed for a distance of 4 feet below the established street grade or existing surface of the street, whichever is lower. Trench bracing, except that which is left in place, may be removed after backfilling has been completed or has been brought up to such an elevation as to permit its safe removal.

Pipe Installation – General. Prior to commencing pipe laying, notify the engineer of the intended date for starting work. The engineer may request the removal and relaying of pipe installed prior to notification of the engineer at the contractor's expense.

Provide and use proper implements, tools, and facilities for the safe and convenient prosecution of the work. Carefully lower all pipe, fittings, and appurtenances into the trench, piece by piece, with a crane, rope or other suitable tools or equipment, in such manner as to prevent damage to materials. Under no circumstance shall pipe be dropped or rolled into the trench.

Provide materials as shown on the drawings or as specified herein.

Material Inspection. Inspect the 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. Provide material that is clean and free of deleterious substances prior to use in the work.

Bedding and Cover. Immediately prior to placing the pipe, shape the trench bottom by hand to fit the entire bottom quadrant of the pipe. If pipe is of the bell and spigot type, provide bell holes to prevent the bell from supporting the backfill load. Bell holes shall be large enough to permit proper making of the joint but not larger than necessary to make the joint. All adjustments to line and grade must be done by scraping away or filling in bedding material under the body of the pipe. Any fill used must be bedding material. If necessary to obtain uniform contact of the pipe with the subgrade, a template shall be used to shape the bedding material. All pipe shall be bedded in bedding material at least 4 inches thick. Perform all necessary excavation and furnish all necessary material to provide this bedding.

Pipe Laying. Lay all pipe accurately to the line and grade as designated. Preparatory to making pipe joints, all surfaces of the portions of the pipe to be joined or of the factory made jointing material shall be clean and dry. Use lubricants, primers, adhesives, and other joint material and install as recommended by the pipe or joint manufacturer's specifications. The jointing materials or factory fabricated joints shall then be placed, fitted, joined, and adjusted in such a workmanlike manner as to obtain the degree of watertightness specified. Furnish pertinent specifications from the joint and pipe manufacturer that outline procedures to be followed in making the joint to the engineer.

At times when pipe 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.

After placing a length of pipe in the trench, center the spigot end in the bell and force the pipe home and bring to correct line and grade. Secure the pipe in place with specified backfill material tamped around it except at the bells. Keep trenches water-free during bedding, laying, and jointing and for as long a period as necessary to permit proper execution of the work.

Pipe shall be brought home by using a cross member and levers or jacks. It will not be permissible to push pipe home with motor-powered excavation equipment.

Install sanitary sewer to an elevation tolerance of plus or minus 0.03 feet of the plan elevation or elevation provided on the grade sheet at any point along the main.

Install wyes, tees, and special as called for on the drawings or as requested by the engineer. In general, joint wyes, tees, and specials with the same type of joint as used in the main.

In joining two dissimilar types of pipe, use manufactured adaptors and fittings (Fernco, or equal).

Do not exceed joint deflection limits established by the pipe manufacturer for the pipe and joint being used.

Portable Trench Box. Whenever a portable trench box or shield is used, take special precautions so as not to pull already jointed pipe apart or leave voids around the pipe wall. Whenever possible keep the bottom edge of the box at a level approximately even with the top of pipe. Place cover material to at least the top of pipe before moving the box ahead.

Backfilling. Backfill material shall be that material placed between the top of cover material to the subgrade for placement of restoration materials.

Backfill material shall be Granular Backfill meeting the requirements of standard spec 209.

All backfill material must exceed 35°F and be free from frost cinders, ashes, refuse, vegetable or organic matter, boulders, rocks, or stone, frozen lumps or other material which in the opinion of the engineer is unsuitable. From 12 inches above the top of the pipe to the trench subgrade, well-graded material containing stones up to 8-inch in their greatest dimension may be used, unless otherwise specified.

Placement. Backfill all trenches using specified material so that excessive lengths of trench are not left open. In general the backfilling operation shall proceed so that no more than 100 feet of trench is open behind the pipe laying operation.

Leave backfill below the original surface to allow for placement of restoration materials including pavement, base course, concrete, topsoil, or sod. When settlement occurs, restore the surface improvements at contractor's expense, so as to maintain the finished surface.

Backfill Consolidation. Consolidate all trenches as specified in this Section for the entire depth and width of the trench.

Consolidate by use of smooth surface vibratory compactors or backhoe-operated hydraulic compactors for granular materials and rotating segment pad mechanisms for loam/clay soils. The lift height shall not exceed 8 inches for walk-behind hand-operated vibratory compactors and segmented pad. Lift height shall not exceed 24 inches for self-propelled vibratory drum or backhoe-operated hydraulic compactors. Provide smaller lift heights as necessary to achieve the degree of compaction specified.

Provide compaction density within 3 feet of the surface a minimum of 95% and below 3 feet from the surface to the top of pipe a minimum of 90% of the maximum dry density as determined by the Modified Proctor Test (ASTM D1557) for all areas within current or future roadway right-of-way or any area restored under this Contract or future projects as identified on the drawings, with base course, asphalt, or concrete surface. Unless otherwise specified, compact backfill material placed in other areas to the point where no additional consolidation can be observed from the compaction equipment being used.

Recompact backfill material not meeting the compaction specification at no cost to the owner. Cost for additional testing on recompacted material will be at the contractor's expense.

Testing

Televise completed sections of the sanitary sewer main. Provide a report and color video tape taken by a 360-degree radial-view camera for close-up view showing all completed work in accordance to NASCO PACP Standards. Televise testing will be in lieu of air pressure testing, mandrel testing of the sanitary sewer is still required.

D Measurement

The department will measure Sanitary Sewer Main, 8-Inch as the linear foot, acceptably completed.

The quantity to be paid shall be measured from centerline of manhole to centerline of manhole, or from manhole to the end of a portion not starting or terminating in a manhole.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.17	Sanitary Sewer Main, 8-Inch	LF

Payment is full compensation for furnishing all work and materials herein specified; televising; connections to existing sanitary sewer; and miscellaneous appurtenances necessary to complete the work.

68. Temporary Pedestrian Safety Barrier, Item SPV.0090.20.

A Description

This special provision describes providing a pedestrian safety fence or other safety barrier approved by the engineer.

B Materials

If safety fence is used as the pedestrian safety barrier, furnish engineer-approved commercially available "T" or "U" shaped fence posts and 2 x 4 dimensional lumber. 2 x 4 lumber shall be free of significant knots and defects as approved by the engineer.

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

If safety fence is used as the pedestrian safety barrier, construct wooden frames as the plans show using nails or screws as fasteners.

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

Drive fence posts to the depth the plans show. Provide a post for each vertical member of the frame.

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

D Measurement

The department will measure Temporary Pedestrian Safety Barrier by the linear foot, acceptably completed, measured along the base of the barrier.

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	Temporary Pedestrian Safety Barrier	LF

Payment is full compensation for providing the fence and posts, or other barrier approved by the engineer; maintaining the pedestrian safety barrier; removing and disposing of pedestrian safety barrier, at staging revisions or project completion.

69. Construction Staking Roundabout, Item SPV.0105.01.**A Description**

This special provision describes the contractor-performed construction staking required to establish the horizontal and vertical position of the following items contained within the roundabout:

Curb, Gutter and Curb and Gutter Base	Concrete Pavement Supplemental Control	Subgrade Slope Stakes
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Work to be completed in accordance to the plans, standard spec 650, standard spec 650 and as hereinafter provided. The limits of this work are the 105+59”M” – 113+83”M” and 4+33”Q” – 16+68”Q”

B (Vacant)**C Construction**

Perform work in accordance to standard spec 650.3.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Construction Staking Roundabout	LS

Payment is full compensation for complying with standard spec 650.5 paragraphs (2) through (6).

70. Remove Sanitary Sewer Manhole, Item SPV.0105.11.**A Description**

This work consists of removing the sanitary sewer manhole as shown on the drawings in accordance to the requirements of the plans and standard specifications for sewer and water in Wisconsin, standard spec 204, and as hereinafter provided.

B Materials

Materials used for removing the manhole.

C Construction

Excavate and remove existing manhole, while protecting adjacent water main and sanitary sewer piping, in preparation for installation of new piping and manhole installation. Dispose of all waste materials. Provide hauled in Granular Back fill for the excavated area. Compact in lifts.

D Measurement

The department will measure Remove Sanitary Sewer Manhole by lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.11	Remove Sanitary Sewer Manhole	LS

Payment is full compensation for furnishing all work and materials herein specified.

The price bid shall include the material, excavation, fittings, dewatering, disposal, backfilling with Granular Backfill, and maintenance of surface and all other labor and material necessary for complete compliance with these specifications.

71. Water Service in Valve Manhole, Item SPV.0105.12.**A Description**

This work consists of installing a new corporation, tap, 1-inch copper piping, valves and yard valve box within and adjacent to the proposed water valve manhole as shown on the drawings in accordance to the requirements of the plans and standard specifications for sewer and water in Wisconsin and as hereinafter provided.

B Materials

Materials used for removing the piping and hydrant shall comply with AWWA specifications C509, Water Main, Ductile Iron (size); item Corporation, Tap, Curb Stop and Curb Box, 1-Inch; and item Water Service, Copper Type K, 1-Inch. Check Valve and Stop and Waste Valve shall be brass, Mueller or equal. Yard valve box shall be Rain Bird VB-STD-H with locking lid, or equal. Hose bibb shall be industrial strength with brass body and with quarter- turn shut off. Meter will be provided by others.

C Construction

Contractor shall provide 3-inch core in manhole wall for service penetration. Provide corporation and tap into larger water main. Install stop and waste valve, meter (provided by others) and check valve within manhole as indicated on the drawings. Install copper tubing through core hole to ground surface. Provide hose bibb at the end of the service

within yard valve box. Provide spray foam insulation to fill void area of manhole penetration.

D Measurement

The department will measure Water Service in Valve Manhole by lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.12	Water Service in Valve Manhole	LS

Payment is full compensation for furnishing all work and materials herein specified.

The price bid shall include the material, excavation, fittings, dewatering, disposal, backfilling with Granular Backfill, and maintenance of surface and all other labor and material necessary for complete compliance with these specifications.

72. Abandon Existing Water Main 5+94 ‘Q’, Item SPV.0105.13; 6+05 ‘Q’, Item SPV.0105.14; 6+15 ‘Q’, Item SPV.0105.15; 10+10 ‘Q’, Item SPV.0105.16.

A Description

This special provision describes abandoning existing water main by plugging the ends with concrete or providing mechanical joint fittings in accordance with the pertinent requirements of standard specs 204 and 501, removing hydrants that are located off the abandoned main, removing existing valve boxes, and providing any necessary temporary abandonment, and as hereinafter provided.

B Materials

Provide concrete plugs at disconnection locations, and mechanical joint fittings with positive reaction backing and pressurized disconnection locations.

C Construction

Existing water main to be abandoned are to be disconnected and plugged with a minimum of 2 feet of concrete. At disconnection locations where existing water main will be pressurized, the main shall be capped with mechanical joint fittings and provided with positive reaction backing.

All abandoned valve boxes are to be removed to a minimum of 3 feet below finished grade and filled with sand.

Abandonment of existing fire hydrant, valve and lead will include the removal of the existing hydrant, plugging the lead pipe with a minimum of 2 feet of concrete, removing the valve box a minimum of 3 feet below finished grade and filling the remaining portion

with sand, and filling the valve cavity with compacted sand. Hydrant abandonment shall not occur until new water main is in service.

Water main shall always be abandoned at an existing tee or fitting. At no time shall an active main terminate suddenly preventing the flushing of the existing main due to a new configuration. Existing water mains are to be temporarily abandoned to keep residents and business online and included in the abandon water main bid price.

If abandoned water main is in conflict with other utilities, the abandoned utility will be removed at the conflict point, and included in the bid price for abandoning water main.

D Measurement

The department will measure Abandon Existing Water Main (location) as a single lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.13	Abandon Existing Water Main 5+94 'Q'	LS
SPV.0105.14	Abandon Existing Water Main 6+05 'Q'	LS
SPV.0105.15	Abandon Existing Water Main 6+15 'Q'	LS
SPV.0105.16	Abandon Existing Water Main 10+10 'Q'	LS

Payment is full compensation for furnishing all materials; excavating and backfilling where necessary. Any fire hydrant and valve abandonment, as well as temporary abandonment are to be included in the price to bid.

73. Salvage Pedestrian Signal Faces, Item SPV.0105.50.

A Description

This work consists of removing existing pedestrian signal faces and storing them at a safe location until picked up by the WisDOT electrician.

B (Vacant)

C Construction

Coordinate the de-energizing of the traffic signal with the Southwest Region-Madison electrician after receiving approval from the engineer that the existing traffic signals can be removed.

Notify the department's Southwest Region-Madison operations engineer at (608) 246-5360 at least three working days prior to the de-energizing of the traffic signal. Complete the removal work as soon as possible following shut down of this equipment.

Perform a field review of existing pedestrian signal faces with the Southwest Region-Madison electrician for condition of equipment prior to removal. Notify the department of any damaged or non-operating equipment.

Carefully disconnect the cabling in the poles and standards at each pedestrian signal face. Remove the pedestrian signal faces.

Store all removed pedestrian signal faces at a safe and secure location. Protect from theft and damage. Coordinate with the Southwest Region-Madison electrician to arrange a post-storage inspection and pick up of the removed pedestrian signal faces. All equipment that is determined to have been damaged during removal and/or storage shall be replaced in kind at contractor's expense.

D Measurement

The department will measure Salvage Pedestrian Signal Faces as a lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.50	Salvage Pedestrian Signal Faces	LS

Payment is full compensation for disconnecting, removing, storing materials to be salvaged, and for protecting materials from theft and damage.

74. Removing Traffic Signal (CTH Q), Item SPV.0105.51.

A Description

This work consists of removing and disposing of traffic signal equipment including cast bases, poles, standards, trombone arms, signal faces, luminaire arms, luminaires, conduit, cable, and wire.

B (Vacant)

C Construction

Coordinate the de-energizing of the traffic signals and highway lighting with the Southwest Region-Madison electrician after receiving approval from the engineer that the existing traffic signals and highway lighting can be removed. Coordinate the removal of the traffic signal control cabinet by WisDOT staff with the Southwest Region-Madison electrician.

Notify the department's Southwest Region –Madison operations engineer at (608) 246-5360 at least three working days prior to the removal of the traffic signals and highway lighting. Complete the removal work as soon as possible following shut down of this equipment.

Properly dispose offsite all materials that are removed. Contractor may choose to either remove or abandon conduit, cable, and wire.

D Measurement

The department will measure Removing Traffic Signal (CTH Q) as a lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.01050.52	Removing Traffic Signal (CTH Q)	LS

Payment is full compensation for removing and disposing of material.

75. Removing Traffic Signal (Madison St), Item SPV.0105.52.

A Description

This work consists of removing and disposing of traffic signal equipment including cast bases, poles, standards, trombone arms, signal faces, luminaire arms, luminaires, conduit, cable, and wire as shown on the plans.

B (Vacant)

C Construction

Coordinate the de-energizing of the traffic signals and highway lighting with the Southwest Region-Madison electrician after receiving approval from the engineer that the existing traffic signals and highway lighting can be removed.

Notify the department's Southwest Region-Madison operations engineer at (608) 246-5360 at least three working days prior to the removal of the traffic signals and highway lighting. Complete the removal work as soon as possible following shut down of this equipment.

Carefully disconnect the wiring in the poles and standards from the underground cabling in the cast bases. Do not damage cabling that is to remain in place.

Properly dispose offsite all materials that are removed.

D Measurement

The department will measure Removing Traffic Signal (Madison St) as a lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.01050.52	Removing Traffic Signal (Madison St)	LS

Payment is full compensation for removing and disposing of material.

76. Pedestrian Surface, Temporary, Item SPV.0180.01.

A Description

Work under this item consists of furnishing, maintaining, moving, and removing material at locations where temporary pedestrian crosswalks, sidewalks, and multi-use paths are maintained as designated by the engineer and as shown on the plans. Provide a temporary walkway or path, constructed to match the width of the existing facility being maintained, located outside the immediate work area as approved by the engineer and as shown on the plans, and meeting the requirements of the current Americans with Disabilities Act (ADA) Accessibility Guidelines (ADAAG).

Reconstruct or move the pedestrian surface temporary if required for work operations.

B Materials

Provide a hard surface material approved by the engineer, of either asphalt or concrete in accordance to the pertinent sections of the standard specifications for these items.

C Construction

Construct the temporary pedestrian surface with a maximum two percent cross slope.

D Measurement

The department will measure Pedestrian Surface, Temporary 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 NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Pedestrian Surface Temporary	SY

Payment is full compensation for furnishing, loading, and hauling; for excavation and preparing the foundation; for placing, maintaining, removing, and restoring the temporary site; for reconstructing or moving; and for providing concrete or asphalt.

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

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

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

I. BASIC CONCEPTS

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

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

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

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

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

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

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

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

I. RATIONALE AND SPECIAL NOTE

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

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

II. IMPLEMENTATION

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

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

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

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

IV. TRANS TRAINING

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

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

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

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

V. APPRENTICESHIP TRAINING

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

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

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

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

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

ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

1. Description

General

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

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

2. Definitions

- a. Interpret these terms, used throughout this additional special provision, as follows:
 - i. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
 - ii. **DBE:** A disadvantaged business enterprise (DBE) certified as a DBE by the department and included on the department's list of certified DBE's who are determined to be ready, willing and able.
 - iii. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
 - iv. **Discretionary Goal:** A contractor assigned DBE goal, typically abbreviated as "Disc" on the cover of the Highway Work Proposal, which is enforced as committed.
 - v. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
 - vi. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
 - vii. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

3. DBE Percentage Required at Bid Submission

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

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

4. Department's DBE Evaluation Process

a. Documentation Submittal

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

i. Bidder Meets DBE Goal

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

ii. Bidder Does Not Meet DBE Goal

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

5. Department's Criteria for Good Faith Effort

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

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

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

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

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

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

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

All questions should be directed to:

Project Manager, John Doe,
Phone: (000) 123-4567
Email: Joe@joetheplumber.com
Fax: (000) 123- 4657

Sample Contractor Solicitation Letter Page 2

This sample is provided as a guide not a requirement

REQUEST FOR QUOTATION

Prime's Name: _____

Letting Date: _____

Project ID: _____

Please check all that apply

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

Prime Contractor 's Contact Person

Phone: _____
Fax: _____
Email: _____

DBE Contractor Contact Person

Phone _____
Fax _____
Email _____

Please circle the jobs and items you will be quoting below

Proposal No.	1	2	3	4	5	6	7
County							

WORK DESCRIPTION:

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

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

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

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

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

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

Primes

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

DBE

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

APPENDIX C

Types of Efforts considered in determining GFE

This list represents concepts being assessed; analysis requires additional steps

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

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

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

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

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

Appendix E

Small Business Network [SBN] Overview

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

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

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

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

ADDITIONAL SPECIAL PROVISION 4

Payment to First-Tier Subcontractors

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

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

Payment to Lower-Tier Subcontractors

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

Release of Routine Retainage

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

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

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

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

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

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

101.3 Definitions

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

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

105.11.1 Partial Acceptance

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

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

105.11.2 Final Acceptance

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

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

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

105.11.2.1.2 Unacceptable or Not Complete

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

105.11.2.1.3 Substantially Complete

- (1) The project is substantially complete and the engineer will no longer assess contract time if the contractor has completed all contract bid items and change order work, except for the punch-list. As applicable, the following must have occurred:
 1. All lanes of traffic are open on a finished surface.
 2. All signage and traffic control devices are in place and operating.
 3. All drainage, erosion control, excavation, and embankments are completed.
 4. All safety appurtenances are completed.
- (2) The engineer will provide a written punch-list enumerating work the contractor must perform and documents the contractor must submit before the the engineer will categorize the work as complete.
 1. Punch-list work includes uncompleted cleanup work required under 104.9 and minor corrective work. Immediately correct or complete the punch-list work. The engineer may restart contract time if the contractor does not complete the punch-list work within 5 business days after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 5-day requirement.
 2. Punch-list documents include whatever contract required documentation is missing. The engineer may restart contract time if the contractor does not submit the punch-list documents within 15 business days after receiving the written punch-list. The engineer and contractor may mutually agree to extend this 15-day requirement.
- (3) Proceed as specified in 105.11.2.1.1 until the work is complete.

105.11.2.1.4 Complete

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

105.11.2.2 Conditional Final Acceptance

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

105.11.2.3 Final Acceptance

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

105.13.3 Submission of Claim

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

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

107.17.3 Railroad Insurance Requirements

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

- (1) If required by the special provisions, provide or arrange for a subcontractor to provide railroad protective liability insurance in addition to the types and limits of insurance required in 107.26. Keep railroad protective liability insurance coverage in force until completing all work, under or incidental to the contract, on the railroad right of way or premises of the railroad and until the engineer determines that the work is complete as specified in 105.11.2.1.4.

107.26 Standard Insurance Requirements

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

- (1) Maintain the following types and limits of commercial insurance in force until the engineer determines that the work is complete as specified in 105.11.2.1.4.

TABLE 107-1 REQUIRED INSURANCE AND MINIMUM COVERAGES

TYPE OF INSURANCE	MINIMUM LIMITS REQUIRED ^[1]
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. ^[2]	\$1 million-combined single limits per occurrence.

^[1] The contractor may satisfy these requirements with primary insurance coverage or with excess/umbrella policies.

^[2] 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 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

SIEVE	PERCENTS PASSING DESIGNATED SIEVES						
	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 ^[1]	15.0 ^[2]	16.0	17.0

^[1] 14.5 for E-3 mixes.

^[2] 15.5 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.

TABLE 460-2 MIXTURE REQUIREMENTS

Mixture type	E - 0.3	E - 1	E - 3	E - 10	E - 30	E - 30x	SMA
ESALs x 10 ⁶ (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 _{ini}	6	7	7	8	8	9	8
Gyrations for N _{des}	40	60	75	100	100	125	65
Gyrations for N _{max}	60	75	115	160	160	205	160
Air Voids, %V _a (%G _{mm} N _{des})	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G _{mm} N _{ini}	<= 91.5 ^[1]	<= 90.5 ^[1]	<= 89.0 ^[1]	<= 89.0	<= 89.0	<= 89.0	—
% G _{mm} N _{max}	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	<= 98.0	—
Dust to Binder Ratio ^[2] (% passing 0.075/P _{be})	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 ^{[4] [5]}	65 - 78 ^[4]	65 - 75 ^{[3] [4]}	65 - 75 ^{[3] [4]}	65 - 75 ^{[3] [4]}	65 - 75 ^{[3] [4]}	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

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

^[2] For a gradation that passes below the boundaries of the caution zone(ref. AASHTO MP3), the dust to binder ratio limits are 0.6 - 1.6.

^[3] For 9.5mm and 12.5 mm nominal maximum size mixtures, the specified VFB range is 70 - 76%.

^[4] For 37.5mm nominal maximum size mixes, the specified VFB lower limit is 67%.

^[5] 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 ^[1]	- 0.5	- 0.2

^[1] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in Table 460-1.

- (2) Warning bands are defined as the area between the JMF limits and the warning limits.

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 460-1 for 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.

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.

- (1) Use materials conforming to the requirements for the class of material named and specified below.
- | | |
|--|------------|
| Composite pipe, couplings, fittings and joint materials | ASTM D2680 |
| Annular rubber and plastic gaskets for flexible, watertight joints | ASTM C990 |
| External rubber gaskets, mastic, and protective film..... | ASTM C877 |
| Mortar | 519.2.3 |
-

637.2.1.3 Sheet Aluminum

Correct errata by changing ASTM B449 to B921 and eliminating the specification for coating thickness.

- (4) Degrease, etch, and coat the sign blank on both sides with a chromate treatment conforming to ASTM B921, class 2.
-

637.3.3.4 Performance

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

- (1) Under 105.11.2.3 the department may revoke acceptance and direct the contractor to repair or replace previously accepted sign installations if the department subsequently discovers evidence of defective materials or improper installation. Deficiencies that warrant department action include but are not limited to the following:
- Sign posts more than five degrees out of plumb.
 - Signs twisted by more than 5 degrees from plan orientation.
 - Signs with delaminated or warped plywood.
 - Signs with bubbling, fading, delaminating, or buckling sheeting.
-

646.3.3.4 Proving Period

Correct errata to reference to 105.11.2.3 as revised to implement changes to the finals process.

- (4) Replace all marking within sections with a percent failing more than 10% and repair or replace all markings that, in the engineer's assessment, show evidence of improper construction. If post-acceptance inspections uncover evidence of defective materials or improper construction, the department may revoke acceptance under 105.11.2.3.

ADDITIONAL SPECIAL PROVISION 7

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

ADDITIONAL SPECIAL PROVISION 9
Electronic Certified Payroll Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at: <http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm>

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

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Tess Mulrooney at 608-267-4489 to schedule the training.

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

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator send several sample electronic files to Tess two months before a payroll needs to be submitted. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at: <http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/crc-basic-info.pdf>

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

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

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

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

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

APRIL 2013

ADDITIONAL FEDERAL-AID PROVISIONS

NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Effective with September 2004 Letting

**WISCONSIN DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

I. WAGE RATES, HOURS OF LABOR AND PAYMENT OF WAGES

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, eculid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

IV. WAGE RATE REDISTRIBUTION

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

V. ADDITIONAL CLASSIFICATIONS

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**ANNUAL PREVAILING WAGE RATE DETERMINATION
FOR ALL STATE HIGHWAY PROJECTS
DANE COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development
for the Department of Transportation
Pursuant to s. 103.50, Stats.
Issued on September 1, 2013

CLASSIFICATION: Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

OVERTIME: Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; the day before if January 1, July 4 or December 25 falls on a Saturday; the day following if January 1, July 4 or December 25 falls on a Sunday.

FUTURE INCREASE: If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

PREMIUM PAY: If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.

SUBJOURNEY: Wage rates may be available for some of the classifications indicated below. Any employer that desires to use any subjourney classification on a project MUST request the applicable wage rate from the Department of Workforce Development PRIOR to the date such classification is used on such project. Form ERD-10880 is available for this purpose and can be obtained by writing to the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	35.58	19.20	54.78
Carpenter	30.16	15.31	45.47
Cement Finisher	32.09	16.13	48.22
Future Increase(s): Add \$1.87 on 6/1/13; Add \$1.87 on 6/1/14; Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	32.94	18.80	51.74
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
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	26.65	13.10	39.75
Pavement Marking Operator	29.22	16.71	45.93
Piledriver	30.66	15.31	45.97
Roofer or Waterproofor	30.40	2.23	32.63
Teledata Technician or Installer	21.26	11.75	33.01
Tuckpointer, Caulker or Cleaner	32.01	16.85	48.86
Underwater Diver (Except on Great Lakes)	37.45	19.45	56.90
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	29.64	17.00	46.64
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	35.50	15.09	50.59
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.94	13.57	39.51
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	24.08	12.96	37.04

TRADE OR OCCUPATION	HOURLY BASIC RATE OF PAY	HOURLY FRINGE BENEFITS	TOTAL
	\$	\$	\$
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	23.31	17.13	40.44
Future Increase(s): Add \$1.85/hr on 6/1/2013. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Articulated, Euclid, Dumptror, Off Road Material Hauler	27.77	19.90	47.67
Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Pavement Marking Vehicle	23.84	14.94	38.78
Shadow or Pilot Vehicle	33.22	18.90	52.12
Truck Mechanic	22.50	16.19	38.69

LABORERS

General Laborer	28.35	13.90	42.25
Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer. / DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	18.00	0.00	18.00
Landscaper	28.35	13.90	42.25
Future Increase(s): Add \$1.70/hr on 6/1/13; Add \$1.60/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Flagperson or Traffic Control Person	24.70	13.90	38.60
Future Increase(s): Add \$1.70/hr on 6/1/2013; Add \$1.60/hr on 6/1/2014. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	17.81	12.22	30.03
Railroad Track Laborer	23.41	6.91	30.32

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
HEAVY EQUIPMENT OPERATORS			
Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type). Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	35.22	19.90	55.12
Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .	34.72	19.90	54.62
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor); Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14.	34.22	19.90	54.12

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine.	33.96	19.90	53.86
Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack.	33.67	19.90	53.57
Future Increase(s): Add \$2/hr on 6/1/13; Add \$1.75/hr on 6/1/14. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT's website for details about the applicability of this night work premium at: http://roadwaystandards.dot.wi.gov/hcci/labor-wages-eeo/index.shtm .			
Fiber Optic Cable Equipment.	25.74	15.85	41.59

SUPERSEDES DECISION WI20120010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DATE: January 3, 2014

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
Group 1:	General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence and Bridge Builder; Landscaper, Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler	\$29.32	14.53	Truck Drivers:		
				1 & 2 Axles	23.82	18.32
				Three or More Axles; Euclids, Dumptr & Articulated, Truck Mechanic.....	23.97	18.32
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer	29.42	14.53			
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	29.47	14.53			
Group 4:	Line and Grade Specialist	29.67	14.53			
Group 5:	Blaster and Powderman	29.52	14.53			
Group 6:	Flagperson and Traffic Control Person.....	25.67	14.53			

CLASSES OF LABORER AND MECHANICS

Bricklayer	28.41	12.81
Carpenter	30.48	15.80
Millwright	32.11	15.80
Piledriverman	30.98	15.80
Ironworker	31.50	20.03
Cement Mason/Concrete Finisher	32.09	16.13
Electrician		See Page 3
Line Construction		
Lineman.....	38.25	18.00
Heavy Equipment Operator	34.43	16.71
Equipment Operator.....	30.60	15.41
Heavy Groundman Driver	26.78	14.11
Light Groundman Driver	24.86	13.45
Groundsman	21.04	12.16
Painter, Brush	24.50	16.27
Painter, Spray, Structural Steel,Bridges.....	25.50	16.27
Well Drilling:		
Well Driller.....	16.52	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0, dated January 3, 2014.

SUPERSEDES DECISION WI20120010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 3, 2014

<u>POWER EQUIPMENT OPERATORS CLASSIFICATION:</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>	<u>POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>
Group 1: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of over 100 tons or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 176 feet or longer	\$36.72	\$20.10	(scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader hydraulic backhoe (tractor-type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller (over 5 tons); percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches and A-frames; post driver; material hoist operator.	\$35.72	\$20.10
Group 2: Cranes, tower cranes and derricks, with or without attachments, with a lifting capacity of 100 tons or less or cranes, tower cranes and derricks with boom, leads and/or jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer.	\$36.22	\$20.10	Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner.	\$35.46	\$20.10
Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor			Group 5: Air compressor; power pack; vibratory hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; concrete proportioning plants generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; oiler; pump (over 3 inches); drilling machine helper.	\$35.17	\$20.10
			Group 6: Off - road material hauler with or without ejector.....	\$29.27	\$20.10
			Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

SUPERSEDES DECISION WI20120010
U. S. DEPARTMENT OF LABOR
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI140010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: January 3, 2014

LABORERS CLASSIFICATION:

Rates

Benefits

			Area 4 -	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke and area south thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (except area North of Townships of Aniwa and Hutchins) COUNTIES.
Electricians				
Area 1	\$28.40	16.676		
Area 2:				
Electricians.....	29.13	17.92	Area 5 -	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES
Area 3:				
Electrical contracts under \$130,000	26.24	16.85		
Electrical contracts over \$130,000	29.41	16.97		
Area 4:	28.10	17.24	Area 6 -	KENOSHA COUNTY
Area 5	28.61	16.60		
Area 6	35.25	19.30	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 8				
Electricians.....	30.60	24.95% + 10.33	Area 9 -	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & Emmet Townships), GREEN LAKE (except townships of Berlin, Seneca and St. Marie), IOWA, MARQUETTE (except townships of Neshkoka, Crystal Lake, Newton and Springfield), and SAUK COUNTIES
Area 9:				
Electricians.....	32.94	18.71	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 10	28.97	19.55	Area 11 -	DOUGLAS COUNTY
Area 11	31.91	23.60	Area 12 -	RACINE (except Burlington township) COUNTY
Area 12	32.87	19.23	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Area 13	32.82	22.51	Area 14 -	Statewide.
Teledata System Installer			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
Area 14				
Installer/Technician	21.89	11.83		
Sound & Communications				
Area 15				
Installer	16.47	14.84		
Technician	24.75	16.04		
Area 1 -	CALUMET (except township of New Holstein), GREEN LAKE (N. part, including Townships of Berlin, St. Marie and Seneca), MARQUETTE (N. part, including Townships of Crystal Lake, Neshkoro, Newton & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.			
Area 2 -	ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST. CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON and WASHBURN COUNTIES			
Area 3 -	FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)			

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>

FEBRUARY 1999

**NOTICE TO BIDDERS
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate. The higher of state or federal rate will apply.

SCHEDULE OF ITEMS

REVISED:

CONTRACT:
20140311006PROJECT(S):
5290-01-72FEDERAL ID(S):
WISC 2014065

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

SECTION 0001 ROADWAY ITEMS

0010	201.0120 CLEARING	ID	117.000	.	.
0020	201.0220 GRUBBING	ID	117.000	.	.
0030	204.0100 REMOVING PAVEMENT	SY	708.000	.	.
0040	204.0115 REMOVING ASPHALTIC SURFACE BUTT JOINTS	SY	188.000	.	.
0050	204.0120 REMOVING ASPHALTIC SURFACE MILLING	SY	23,487.000	.	.
0060	204.0150 REMOVING CURB & GUTTER	LF	4,800.000	.	.
0070	204.0155 REMOVING CONCRETE SIDEWALK	SY	1,416.000	.	.
0080	204.0185 REMOVING MASONRY	CY	11.000	.	.
0090	204.0195 REMOVING CONCRETE BASES	EACH	17.000	.	.
0100	204.0220 REMOVING INLETS	EACH	2.000	.	.

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			DOLLARS	CTS	DOLLARS	CTS
0110	204.0245 REMOVING STORM SEWER (SIZE) 01. 8-INCH	7.000 LF	.		.	
0120	204.0245 REMOVING STORM SEWER (SIZE) 02. 12-INCH	63.000 LF	.		.	
0130	204.9060.S REMOVING (ITEM DESCRIPTION) 50. CABINET BASES	1.000 EACH	.		.	
0140	205.0100 EXCAVATION COMMON	11,612.000 CY	.		.	
0150	205.0501.S EXCAVATION, HAULING, AND DISPOSAL OF PETROLEUM CONTAMINATED SOIL	1,802.000 TON	.		.	
0160	213.0100 FINISHING ROADWAY (PROJECT) 01. 5290-01-72	1.000 EACH	.		.	
0170	305.0110 BASE AGGREGATE DENSE 3/4-INCH	1,199.000 TON	.		.	
0180	305.0120 BASE AGGREGATE DENSE 1 1/4-INCH	12,369.000 TON	.		.	
0190	305.0500 SHAPING SHOULDERS	7.000 STA	.		.	
0200	312.0110 SELECT CRUSHED MATERIAL	8,448.000 TON	.		.	
0210	390.0201 BASE PATCHING ASPHALTIC	750.000 TON	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0220	405.0100 COLORING CONCRETE RED	84.000 CY	.		.	
0230	416.0160 CONCRETE DRIVEWAY 6-INCH	378.000 SY	.		.	
0240	416.0508 CONCRETE ROUNDAABOUT TRUCK APRON 8-INCH	380.000 SY	.		.	
0250	455.0115 ASPHALTIC MATERIAL PG64-22	289.000 TON	.		.	
0260	455.0120 ASPHALTIC MATERIAL PG64-28	180.000 TON	.		.	
0270	455.0605 TACK COAT	1,800.000 GAL	.		.	
0280	460.1103 HMA PAVEMENT TYPE E-3	5,230.000 TON	.		.	
0290	460.1110 HMA PAVEMENT TYPE E-10	3,270.000 TON	.		.	
0300	460.2000 INCENTIVE DENSITY HMA PAVEMENT	5,460.000 DOL	1.00000		5460.00	
0310	460.4110.S REHEATING HMA PAVEMENT LONGITUDINAL JOINTS	4,073.000 LF	.		.	
0320	465.0120 ASPHALTIC SURFACE DRIVEWAYS AND FIELD ENTRANCES	110.000 TON	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0330	520.8000 CONCRETE COLLARS FOR PIPE	1.000 EACH	.		.	
0340	523.0529 APRON ENDWALLS FOR CULVERT PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL 29X45-INCH	1.000 EACH	.		.	
0350	601.0411 CONCRETE CURB & GUTTER 30-INCH TYPE D	4,317.000 LF	.		.	
0360	601.0580 CONCRETE CURB & GUTTER 4-INCH SLOPED 36-INCH TYPE R	270.000 LF	.		.	
0370	602.0410 CONCRETE SIDEWALK 5-INCH	17,604.000 SF	.		.	
0380	602.0415 CONCRETE SIDEWALK 6-INCH	12,048.000 SF	.		.	
0390	602.0505 CURB RAMP DETECTABLE WARNING FIELD YELLOW	620.000 SF	.		.	
0400	606.0200 RIPRAP MEDIUM	7.000 CY	.		.	
0410	608.0312 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 12-INCH	404.000 LF	.		.	
0420	608.0324 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 24-INCH	1,543.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0430	608.0330 STORM SEWER PIPE REINFORCED CONCRETE CLASS III 30-INCH	260.000 LF	.		.	
0440	608.0424 STORM SEWER PIPE REINFORCED CONCRETE CLASS IV 24-INCH	54.000 LF	.		.	
0450	610.0129 STORM SEWER PIPE REINFORCED CONCRETE HORIZONTAL ELLIPTICAL CLASS HE-III 29X45-INCH	380.000 LF	.		.	
0460	611.0430 RECONSTRUCTING INLETS	1.000 EACH	.		.	
0470	611.0535 MANHOLE COVERS TYPE J-SPECIAL	12.000 EACH	.		.	
0480	611.0624 INLET COVERS TYPE H	16.000 EACH	.		.	
0490	611.0645 INLET COVERS TYPE MS-A	4.000 EACH	.		.	
0500	611.0652 INLET COVERS TYPE T	4.000 EACH	.		.	
0510	611.2004 MANHOLES 4-FT DIAMETER	5.000 EACH	.		.	
0520	611.2005 MANHOLES 5-FT DIAMETER	6.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0530	611.2006 MANHOLES 6-FT DIAMETER	3.000 EACH	.		.	
0540	611.2007 MANHOLES 7-FT DIAMETER	1.000 EACH	.		.	
0550	611.2033 MANHOLES 3X3-FT	1.000 EACH	.		.	
0560	611.2055 MANHOLES 5X5-FT	1.000 EACH	.		.	
0570	611.3004 INLETS 4-FT DIAMETER	2.000 EACH	.		.	
0580	611.3225 INLETS 2X2.5-FT	2.000 EACH	.		.	
0590	611.3230 INLETS 2X3-FT	13.000 EACH	.		.	
0600	611.3902 INLETS MEDIAN 2 GRATE	2.000 EACH	.		.	
0610	611.8110 ADJUSTING MANHOLE COVERS	16.000 EACH	.		.	
0620	611.8115 ADJUSTING INLET COVERS	9.000 EACH	.		.	
0630	611.9800.S PIPE GRATES	1.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0640	612.0106 PIPE UNDERDRAIN 6-INCH	3,713.000 LF	.		.	
0650	612.0206 PIPE UNDERDRAIN UNPERFORATED 6-INCH	55.000 LF	.		.	
0660	618.0100 MAINTENANCE AND REPAIR OF HAUL ROADS (PROJECT) 01. 5290-01-72	1.000 EACH	.		.	
0670	619.1000 MOBILIZATION	1.000 EACH	.		.	
0680	620.0300 CONCRETE MEDIAN SLOPED NOSE	384.000 SF	.		.	
0690	623.0200 DUST CONTROL SURFACE TREATMENT	13,630.000 SY	.		.	
0700	624.0100 WATER	110.000 MGAL	.		.	
0710	625.0100 TOPSOIL	2,409.000 SY	.		.	
0720	625.0500 SALVAGED TOPSOIL	2,000.000 SY	.		.	
0730	627.0200 MULCHING	2,000.000 SY	.		.	
0740	628.1504 SILT FENCE	1,450.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
0750	628.1520 SILT FENCE MAINTENANCE	1,450.000 LF	.		.	
0760	628.1905 MOBILIZATIONS EROSION CONTROL	1.000 EACH	.		.	
0770	628.1910 MOBILIZATIONS EMERGENCY EROSION CONTROL	4.000 EACH	.		.	
0780	628.2004 EROSION MAT CLASS I TYPE B	1,100.000 SY	.		.	
0790	628.7005 INLET PROTECTION TYPE A	5.000 EACH	.		.	
0800	628.7010 INLET PROTECTION TYPE B	6.000 EACH	.		.	
0810	628.7015 INLET PROTECTION TYPE C	43.000 EACH	.		.	
0820	628.7020 INLET PROTECTION TYPE D	13.000 EACH	.		.	
0830	628.7504 TEMPORARY DITCH CHECKS	80.000 LF	.		.	
0840	629.0210 FERTILIZER TYPE B	152.000 CWT	.		.	
0850	630.0120 SEEDING MIXTURE NO. 20	100.000 LB	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0860	630.0160 SEEDING MIXTURE NO. 60	15.000 LB	.		.	
0870	630.0200 SEEDING TEMPORARY	55.000 LB	.		.	
0880	631.0300 SOD WATER	110.000 MGAL	.		.	
0890	631.1000 SOD LAWN	2,409.000 SY	.		.	
0900	632.0101 TREES (SPECIES, ROOT, SIZE) 01. JAPANESE TREE LILAC, IVORY SILK, B&B 3" CAL	9.000 EACH	.		.	
0910	632.0101 TREES (SPECIES, ROOT, SIZE) 02. FLOWERING CRAB, PRAIRIE FIRE, B&B, 3" CAL	12.000 EACH	.		.	
0920	632.0101 TREES (SPECIES, ROOT, SIZE) 03. SERVICEBERRY, ROBIN HILL, B&B, 3" CAL	4.000 EACH	.		.	
0930	632.0101 TREES (SPECIES, ROOT, SIZE) 04. AMUR MAACKIA, STARBURST, B&B, 3" CAL	9.000 EACH	.		.	
0940	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 01. GOLMOUND SPIREA, CG, 12" HT	50.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0950	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 02. DAKOTA GOLDCHARM SPIREA, CG, 12" HT	26.000 EACH	.		.	
0960	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 03. ROSE, DWARF PAVEMENT, CG, 12" HT	132.000 EACH	.		.	
0970	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 04. CHICAGO LUSTRE VIBURNUM, CG, 4' HT	6.000 EACH	.		.	
0980	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 05. JUNIPER, BUFFALO, CG, 8" HT	48.000 EACH	.		.	
0990	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 06. JUNIPER, DAUB'S FROSTED, CG, 12" HT	29.000 EACH	.		.	
1000	632.0201 SHRUBS (SPECIES, ROOT, SIZE) 07. JUNIPER, SEA GREEN, CG, 4' HT	6.000 EACH	.		.	
1010	632.9101 LANDSCAPE PLANTING SURVEILLANCE AND CARE CYCLES	18.000 EACH	.		.	
1020	634.0616 POSTS WOOD 4X6-INCH X 16-FT	4.000 EACH	.		.	
1030	634.0814 POSTS TUBULAR STEEL 2X2-INCH X 14-FT	86.000 EACH	.		.	
1040	637.2210 SIGNS TYPE II REFLECTIVE H	713.000 SF	.		.	

SCHEDULE OF ITEMS

REVISED:

CONTRACT:

PROJECT(S):

FEDERAL ID(S):

20140311006

5290-01-72

WISC 2014065

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1050	637.2215 SIGNS TYPE II REFLECTIVE H FOLDING	55.000 SF	.		.	
1060	637.2230 SIGNS TYPE II REFLECTIVE F	182.000 SF	.		.	
1070	638.2602 REMOVING SIGNS TYPE II	60.000 EACH	.		.	
1080	638.3000 REMOVING SMALL SIGN SUPPORTS	37.000 EACH	.		.	
1090	641.8100 OVERHEAD SIGN SUPPORT (STRUCTURE) 01. S-13-433	LUMP	LUMP		.	
1100	641.8100 OVERHEAD SIGN SUPPORT (STRUCTURE) 02. S-13-434	LUMP	LUMP		.	
1110	641.8100 OVERHEAD SIGN SUPPORT (STRUCTURE) 03. S-13-435	LUMP	LUMP		.	
1120	641.8100 OVERHEAD SIGN SUPPORT (STRUCTURE) 04. S-13-436	LUMP	LUMP		.	
1130	642.5001 FIELD OFFICE TYPE B	1.000 EACH	.		.	
1140	643.0100 TRAFFIC CONTROL (PROJECT) 01. 5290-01-72	1.000 EACH	.		.	
1150	643.0300 TRAFFIC CONTROL DRUMS	3,960.000 DAY	.		.	

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WISC 2014065

CONTRACTOR : _____

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1160	643.0410 TRAFFIC CONTROL BARRICADES TYPE II	27,000.000 DAY	.		.	
1170	643.0420 TRAFFIC CONTROL BARRICADES TYPE III	11,130.000 DAY	.		.	
1180	643.0705 TRAFFIC CONTROL WARNING LIGHTS TYPE A	37,572.000 DAY	.		.	
1190	643.0715 TRAFFIC CONTROL WARNING LIGHTS TYPE C	24,000.000 DAY	.		.	
1200	643.0900 TRAFFIC CONTROL SIGNS	33,042.000 DAY	.		.	
1210	643.0920 TRAFFIC CONTROL COVERING SIGNS TYPE II	15.000 EACH	.		.	
1220	643.1000 TRAFFIC CONTROL SIGNS FIXED MESSAGE	147.000 SF	.		.	
1230	643.1050 TRAFFIC CONTROL SIGNS PCMS	56.000 DAY	.		.	
1240	643.2000 TRAFFIC CONTROL DETOUR (PROJECT) 01. 5290-01-72	1.000 EACH	.		.	
1250	643.3000 TRAFFIC CONTROL DETOUR SIGNS	44,040.000 DAY	.		.	
1260	645.0112 GEOTEXTILE FABRIC TYPE DF SCHEDULE B	2,084.000 SY	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1270	645.0130 GEOTEXTILE FABRIC TYPE R	19.000 SY	.		.	
1280	646.0106 PAVEMENT MARKING EPOXY 4-INCH	24,637.000 LF	.		.	
1290	646.0126 PAVEMENT MARKING EPOXY 8-INCH	1,333.000 LF	.		.	
1300	647.0110 PAVEMENT MARKING RAILROAD CROSSINGS EPOXY	2.000 EACH	.		.	
1310	647.0166 PAVEMENT MARKING ARROWS EPOXY TYPE 2	24.000 EACH	.		.	
1320	647.0176 PAVEMENT MARKING ARROWS EPOXY TYPE 3	1.000 EACH	.		.	
1330	647.0356 PAVEMENT MARKING WORDS EPOXY	11.000 EACH	.		.	
1340	647.0566 PAVEMENT MARKING STOP LINE EPOXY 18-INCH	418.000 LF	.		.	
1350	647.0576 PAVEMENT MARKING STOP LINE EPOXY 24-INCH	82.000 LF	.		.	
1360	647.0606 PAVEMENT MARKING ISLAND NOSE EPOXY	11.000 EACH	.		.	
1370	647.0726 PAVEMENT MARKING DIAGONAL EPOXY 12-INCH	661.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1380	647.0776 PAVEMENT MARKING CROSSWALK EPOXY 12-INCH	2,974.000 LF	.		.	
1390	650.4000 CONSTRUCTION STAKING STORM SEWER	37.000 EACH	.		.	
1400	650.8000 CONSTRUCTION STAKING RESURFACING REFERENCE	4,333.000 LF	.		.	
1410	650.8500 CONSTRUCTION STAKING ELECTRICAL INSTALLATIONS (PROJECT) 01. 5290-01-72	LUMP	LUMP		.	
1420	650.9910 CONSTRUCTION STAKING SUPPLEMENTAL CONTROL (PROJECT) 01. 5290-01-72	LUMP	LUMP		.	
1430	652.0225 CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	4,252.000 LF	.		.	
1440	652.0235 CONDUIT RIGID NONMETALLIC SCHEDULE 40 3-INCH	1,948.000 LF	.		.	
1450	652.0605 CONDUIT SPECIAL 2-INCH	1,307.000 LF	.		.	
1460	652.0615 CONDUIT SPECIAL 3-INCH	1,669.000 LF	.		.	
1470	652.0800 CONDUIT LOOP DETECTOR	2,315.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1480	653.0140 PULL BOXES STEEL 24X42-INCH	52.000 EACH	.		.	
1490	653.0905 REMOVING PULL BOXES	21.000 EACH	.		.	
1500	654.0102 CONCRETE BASES TYPE 2	13.000 EACH	.		.	
1510	654.0105 CONCRETE BASES TYPE 5	18.000 EACH	.		.	
1520	654.0106 CONCRETE BASES TYPE 6	16.000 EACH	.		.	
1530	654.0210 CONCRETE CONTROL CABINET BASES TYPE 8	2.000 EACH	.		.	
1540	654.0217 CONCRETE CONTROL CABINET BASES TYPE 9 SPECIAL	1.000 EACH	.		.	
1550	655.0230 CABLE TRAFFIC SIGNAL 5-14 AWG	810.000 LF	.		.	
1560	655.0250 CABLE TRAFFIC SIGNAL 9-14 AWG	885.000 LF	.		.	
1570	655.0260 CABLE TRAFFIC SIGNAL 12-14 AWG	785.000 LF	.		.	
1580	655.0270 CABLE TRAFFIC SIGNAL 15-14 AWG	570.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1590	655.0515 ELECTRICAL WIRE TRAFFIC SIGNALS 10 AWG	2,560.000 LF	.		.	
1600	655.0610 ELECTRICAL WIRE LIGHTING 12 AWG	5,016.000 LF	.		.	
1610	655.0615 ELECTRICAL WIRE LIGHTING 10 AWG	1,119.000 LF	.		.	
1620	655.0620 ELECTRICAL WIRE LIGHTING 8 AWG	30,282.000 LF	.		.	
1630	655.0625 ELECTRICAL WIRE LIGHTING 6 AWG	20,406.000 LF	.		.	
1640	655.0630 ELECTRICAL WIRE LIGHTING 4 AWG	4,797.000 LF	.		.	
1650	655.0700 LOOP DETECTOR LEAD IN CABLE	4,960.000 LF	.		.	
1660	655.0800 LOOP DETECTOR WIRE	7,227.000 LF	.		.	
1670	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 01. MB-1	LUMP	LUMP		.	
1680	656.0200 ELECTRICAL SERVICE METER BREAKER PEDESTAL (LOCATION) 02. MB-3	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
1690	657.0100 PEDESTAL BASES	12.000				
	EACH		.		.	
1700	657.0255 TRANSFORMER BASES BREAKAWAY 11 1/2-INCH BOLT CIRCLE	4.000				
	EACH		.		.	
1710	657.0305 POLES TYPE 2	4.000				
	EACH		.		.	
1720	657.0420 TRAFFIC SIGNAL STANDARDS ALUMINUM 13-FT	10.000				
	EACH		.		.	
1730	657.0425 TRAFFIC SIGNAL STANDARDS ALUMINUM 15-FT	2.000				
	EACH		.		.	
1740	657.0585 TROMBONE ARMS 15-FT	2.000				
	EACH		.		.	
1750	657.0590 TROMBONE ARMS 20-FT	2.000				
	EACH		.		.	
1760	658.0110 TRAFFIC SIGNAL FACE 3-12 INCH VERTICAL	18.000				
	EACH		.		.	
1770	658.0120 TRAFFIC SIGNAL FACE 5-12 INCH VERTICAL	2.000				
	EACH		.		.	
1780	658.0155 TRAFFIC SIGNAL FACE 3-12 INCH HORIZONTAL	2.000				
	EACH		.		.	
1790	658.0165 TRAFFIC SIGNAL FACE 5-12 INCH HORIZONTAL	2.000				
	EACH		.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1800	658.0416 PEDESTRIAN SIGNAL FACE 16-INCH	16.000 EACH	.		.	
1810	658.0500 PEDESTRIAN PUSH BUTTONS	16.000 EACH	.		.	
1820	658.5069 SIGNAL MOUNTING HARDWARE (LOCATION) 01. STH19 & HOLIDAY STREET	LUMP	LUMP		.	
1830	658.5069 SIGNAL MOUNTING HARDWARE (LOCATION) 02. STH19 & MADISON STREET	LUMP	LUMP		.	
1840	690.0150 SAWING ASPHALT	2,273.000 LF	.		.	
1850	690.0250 SAWING CONCRETE	2,841.000 LF	.		.	
1860	ASP.1T0A ON-THE-JOB TRAINING APPRENTICE AT \$5.00/HR	800.000 HRS	5.00000		4000.00	
1870	ASP.1T0G ON-THE-JOB TRAINING GRADUATE AT \$5. 00/HR	450.000 HRS	5.00000		2250.00	
1880	SPV.0035 SPECIAL 40. PLANTING SOIL MIX	357.000 CY	.		.	
1890	SPV.0060 SPECIAL 01. CONNECT UNDERDRAIN TO EXISTING STORM SEWER STRUCTURE	3.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
1900	SPV.0060 SPECIAL 02. INLET COVER TYPE PARKING LOT SPECIAL	1.000 EACH	.		.	
1910	SPV.0060 SPECIAL 03. INLET COVER TYPE ALLEY SPECIAL	2.000 EACH	.		.	
1920	SPV.0060 SPECIAL 04. PAVEMENT MARKING ARROWS GROOVED PREFORMED THERMOPLASTIC TYPE 1	4.000 EACH	.		.	
1930	SPV.0060 SPECIAL 05. PAVEMENT MARKING ARROWS GROOVED PREFORMED THERMOPLASTIC TYPE 3R	4.000 EACH	.		.	
1940	SPV.0060 SPECIAL 06. PAVEMENT MARKING ARROWS GROOVED PREFORMED THERMOPLASTIC TYPE 3	8.000 EACH	.		.	
1950	SPV.0060 SPECIAL 07. PAVEMENT MARKING WORDS GROOVED PREFORMED THERMOPLASTIC	8.000 EACH	.		.	
1960	SPV.0060 SPECIAL 08. TEMPORARY CURB RAMP	16.000 EACH	.		.	
1970	SPV.0060 SPECIAL 10. LANDMARK REFERENCE MONUMENTS, SPECIAL	2.000 EACH	.		.	
1980	SPV.0060 SPECIAL 11. ADJUST EXISTING VALVE BOX	26.000 EACH	.		.	
1990	SPV.0060 SPECIAL 13. CONNECT TO EXISTING WATER MAIN	9.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2000	SPV.0060 SPECIAL 14. CONNECT TO EXISTING WATER SERVICE	3.000 EACH	.		.	
2010	SPV.0060 SPECIAL 15. CORPORATION, TAP, CURB STOP AND CURB BOX, 1-INCH	3.000 EACH	.		.	
2020	SPV.0060 SPECIAL 16. FIRE HYDRANT	2.000 EACH	.		.	
2030	SPV.0060 SPECIAL 17. REMOVE EXISTING FIRE HYDRANT AND LEA D	2.000 EACH	.		.	
2040	SPV.0060 SPECIAL 18. WATERMAIN GATEVALVE AND VALVE BOX, 6-INCH	3.000 EACH	.		.	
2050	SPV.0060 SPECIAL 19. WATERMAIN GATEVALVE AND VALVE BOX, 10-INCH	2.000 EACH	.		.	
2060	SPV.0060 SPECIAL 20. WATER VALVE MANHOLE	1.000 EACH	.		.	
2070	SPV.0060 SPECIAL 21. SANITARY SEWER MANHOLE	3.000 EACH	.		.	
2080	SPV.0060 SPECIAL 22. WATERMAIN GATE VALVE AND VALVE BOX, 8-INCH	3.000 EACH	.		.	
2090	SPV.0060 SPECIAL 31. DECORATIVE LIGHT POLE AND LUMINAIRE (HOLOPHANE)	37.000 EACH	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2100	SPV.0060 SPECIAL 32. LIGHTING CONTROL CABINETS	2.000 EACH	.		.	
2110	SPV.0060 SPECIAL 33. LIGHT POLE BASE MODIFICATION	37.000 EACH	.		.	
2120	SPV.0060 SPECIAL 40. GRASS, AUTUMN MOOR, CG, MIN 2 YRS	473.000 EACH	.		.	
2130	SPV.0060 SPECIAL 41. CRANESBILL, BIGROOT, CG, MIN 2 YRS	25.000 EACH	.		.	
2140	SPV.0060 SPECIAL 42. DAYLILY, HAPPY RETURNS, CG, MIN 2 YR	383.000 EACH	.		.	
2150	SPV.0060 SPECIAL 43. LITTLE BLUESTEM, THE BLUES, CG, MIN 2 YRS.	32.000 EACH	.		.	
2160	SPV.0060 SPECIAL 44. PRAIRIE DROPSEED, CG, MIN. 2 YRS.	427.000 EACH	.		.	
2170	SPV.0060 SPECIAL 45. PRAIRIE DROPSEED, TARA, CG, MIN 2 YRS.	247.000 EACH	.		.	
2180	SPV.0060 SPECIAL 46. SWITCHGRASS, SHENANDOAH, CG, MIN. 2 YRS.	53.000 EACH	.		.	
2190	SPV.0090 SPECIAL 01. CONCRETE CURB & GUTTER 24-INCH TYPE D REJECT	1,677.000 LF	.		.	
2200	SPV.0090 SPECIAL 02. VALLEY GUTTER	60.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2210	SPV.0090 SPECIAL 03. CONCRETE CURB SPECIAL	40.000 LF	.		.	
2220	SPV.0090 SPECIAL 04. PEDESTRIAN RAILING - STEEL	146.000 LF	.		.	
2230	SPV.0090 SPECIAL 05. CONCRETE CURB AND GUTTER, 18 INCH, TYPE A, COLORED, REJECT	163.000 LF	.		.	
2240	SPV.0090 SPECIAL 06. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC 4-INCH	1,087.000 LF	.		.	
2250	SPV.0090 SPECIAL 07. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC 8-INCH	173.000 LF	.		.	
2260	SPV.0090 SPECIAL 08. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC 18-INCH	110.000 LF	.		.	
2270	SPV.0090 SPECIAL 09. PAVEMENT MARKING CROSSWALK GROOVED PREFORMED THERMOPLASTIC 12-INCH	348.000 LF	.		.	
2280	SPV.0090 SPECIAL 10. PAVEMENT MARKING GROOVED PREFORMED THERMOPLASTIC 12-INCH	122.000 LF	.		.	
2290	SPV.0090 SPECIAL 11. WATERMAIN PIPE, 6-INCH	118.000 LF	.		.	

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			DOLLARS	CTS	DOLLARS	CTS
2300	SPV.0090 SPECIAL 12. WATERMAIN PIPE, 8-INCH	475.000 LF	.		.	
2310	SPV.0090 SPECIAL 13. WATERMAIN PIPE, 10-INCH	58.000 LF	.		.	
2320	SPV.0090 SPECIAL 14. WATER MAIN HYDRANT LEAD, 6-INCH	93.000 LF	.		.	
2330	SPV.0090 SPECIAL 15. WATER SERVICE, COPPER, 1-INCH	151.000 LF	.		.	
2340	SPV.0090 SPECIAL 16. SANITARY SEWER MAIN	33.000 LF	.		.	
2350	SPV.0090 SPECIAL 20. TEMPORARY PEDESTRIAN SAFETY BARRIER	800.000 LF	.		.	
2360	SPV.0105 SPECIAL 01. CONSTRUCTION STAKING ROUNDBOUT	LUMP	LUMP		.	
2370	SPV.0105 SPECIAL 11. REMOVE SANITARY SEWER MANHOLE	LUMP	LUMP		.	
2380	SPV.0105 SPECIAL 12. WATER SERVICE IN VALVE MANHOLE	LUMP	LUMP		.	
2390	SPV.0105 SPECIAL 13. ABANDON WATER MAIN 5+94'Q'	LUMP	LUMP		.	
2400	SPV.0105 SPECIAL 14. ABANDON WATER MAIN 6+05'Q'	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
2410	SPV.0105 SPECIAL 15. ABANDON WATER MAIN 6+15'Q'	LUMP	LUMP		.	
2420	SPV.0105 SPECIAL 16. ABANDON WATER MAIN 10+10'Q'	LUMP	LUMP		.	
2430	SPV.0105 SPECIAL 50. SALVAGE PEDESTRIAN SIGNAL FACES	LUMP	LUMP		.	
2440	SPV.0105 SPECIAL 51. REMOVE TRAFFIC SIGNAL (CTH Q)	LUMP	LUMP		.	
2450	SPV.0105 SPECIAL 52. REMOVE TRAFFIC SIGNAL (MADISON ST)	LUMP	LUMP		.	
2460	SPV.0180 SPECIAL 01. PEDESTRIAN SURFACE TEMPORARY	445.000 SY	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

PLEASE ATTACH SCHEDULE OF ITEMS HERE